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Phil. Jan 22/87

AN
 APPENDIX
 TO THE
 EXPOSITION
 OF THE
 PRETENDED CLAIMS OF WILLIAM VANS
 ON THE
 ESTATE OF JOHN CODMAN;
 CONTAINING THE
 ORIGINAL DOCUMENTS, CORRESPONDENCE AND OTHER
 EVIDENCE.

By John, Charles K. _____, and Benjamin _____

BOSTON:
 SAMUEL N. DICKINSON.....52 WASHINGTON STREET.

1837.

ERRATA.

- Page 40, fifth line from bottom, for "as," read "us."
- " 41, line 7, for "demands," read "demand."
- " 92, fifth line from bottom, for "Marthere," read "that there."
- " 115, third line " " for "then," read "there."
- " 133, note, for "No. 215," read "No. 204."
- " 144, date of letter, for "15th Nov." read "14th Nov."
- " 236, line 16, for "16,157," read "14,157."
- " 273, line 21, before "tribunal," insert "the."
- " 302, note§, line 1, for "point," read "print."
- " 307, line 2, for "therein," read "thereon."
- " 308, line 9, insert "of," before "Commissioners."
- " " line 24, for "or," read "of."
- " 312, note, line 1, for "Commissioner," read "Commissioners."
- " 342, note,* line 2, for "to," read "into."
- " 359, line 23, for "see," read "sue,"
- " 360, line 25, for "S. Codman," read "J. Codman."
- " 409, line 12, for "for," read "from."
- " 417, line 13, insert "the," before "body politic."

ADVERTISEMENT.

The selections from early letters are such as would best give a general outline of the business of J. & R. Codman, and of the agency of Richard Codman in Europe for that house. The great quantity of documentary evidence has made it necessary to print extracts only, from letters not closely connected with the main question. The parts omitted contain details of business wholly unimportant to the controversy ; and the entire letters were exhibited to the committee of 1835. The Paris correspondence, and all the important letters, are printed entire. The heading will show in each case whether the whole letter, or an extract only, is printed ; also whether it is taken from a letter book, a separate copy, or the original document. Some of the original accounts produced before the committee are necessarily omitted, from their great length, especially those which are useful merely as vouchers for other accounts which we print. To print every thing connected, however remotely, with Wm. Vans' claim, is impossible. We therefore select what is most material, and trust it is sufficient to give a clear understanding of the case.

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CORRESPONDENCE AND DOCUMENTS.

No. 1.

CIRCULAR ANNOUNCING THE COPARTNERSHIP.

BOSTON, May 1, 1791.

PERMIT me to inform you that I have this day taken into copartnership, my brother, Mr. RICHARD CODMAN, who, having passed several years in my counting-house, is perfectly conversant in the transactions of my business, both in the line of Commission and that of Navigation; and having been lately abroad, and formed connexions in different parts of Europe, has had an opportunity of acquiring a general knowledge of the languages most useful in Commercial Establishments, which, with his industry and assiduity in business, will enable me more fully to meet the views of my friends, particularly in the execution of their orders on commission.

The business in future will be carried on under the firm of JOHN & RICHARD CODMAN, whose signatures you will please to note as at foot. I would therefore beg leave to refer you to their Circular hereto annexed, and to assure you of every exertion of mine being continued in this new establishment to promote the best interest of my friends.

I remain respectfully, your most obedient servant,
JOHN CODMAN, Jr.

The signature of your ob't humble serv't, JOHN CODMAN.

The signature of your ob't humble serv't, RICHARD CODMAN.

BOSTON, MAY 1, 1791.

It is with pleasure we address you under the *firm* we have this day adopted, and beg leave to make you and your friends a tender of our best services *in this place*.

An enumeration of favorable circumstances attending our situation, is but too common on such occasions; we will therefore content ourselves, by assuring you, we have it in our power to transact business to the best advantage of our friends, and that should you favor us with your commands, it will be our study to deserve your approbation.

We are respectfully, your most humble servants,
JOHN & RICHARD CODMAN.

No. 2.

An original memorandum in Richard Codman's hand writing of the terms of the Copartnership.

J. Codman's debts to be assumed by the Company, and passed to the debit of his private account.

J. Codman's stock on hand to be valued by mutual consent, and the amount to be immediately to his credit.

Such of J. C's credits, or debts due him, as the Company incline to receive, they may, and pass to his credit.

The vessels and cargoes may be either taken now, or at any other time, in the same manner, and their value passed to J. C's credit.

Whatever balance may be due J. C. the Company to allow him interest for, also rent for Stores, Wharf, &c. and at the end of every year the books to be closed and the profits divided one third to R. C's, two thirds to J. C's credit in private account.

EXTRACTS from the Letter Books of **JOHN & RICHARD CODMAN**, with sundry Original Letters from **RICHARD CODMAN** to **JOHN CODMAN**, previous to May 1, 1798, shewing the nature and course of the business in which the House was engaged, the objects for which **RICHARD CODMAN** went to Europe, and the character of his agency abroad for the House in Boston.

From these letters and the accounts, it will clearly appear, that the foreign business of the House was confined to ordinary commercial transactions; that its operations began and ended in Boston; that there was no House of trade established in France to which **JOHN CODMAN** was a party; that **RICHARD CODMAN** acted for the House, while abroad, in its commercial business, and also for himself in his own business, and that the House was not concerned in **RICHARD CODMAN**'s speculations in French real estate and stocks, but that the same were for his own separate account; that he misappropriated the funds entrusted to him by the House, by employing them in these private speculations; that his long stay and engagements in France were against his brother's wishes, and that the state of public affairs, together with these causes, led to a dissolution of the House, May 1, 1798.

No. 3.

A Letter from John Codman to Richard Codman, containing the Instructions with which the latter went to Europe for account of the House of John and Richard Codman.

Boston, 27th March, 1793.

DEAR BROTHER,—Your voyage to Europe at this time being to extend the business and promote the interest of the house of John and Richard Codman generally, you will of course keep both these objects in view, and be particularly careful to render all your speculations as secure as possible.

The principal object of your voyage is to obtain a Loan in Europe to the amount of fifteen thousand pounds sterling, to be employed in loading our two ships, the Commerce and Catharine, in St. Petersburg, with cargoes of hemp, duck, and iron, for this place. It would be best if this loan could be obtained for several years, so that we might have the use of that capital in our general business; and to render our proposal safe and satisfactory to our friends, I have transferred to Messrs. Lane, Son & Fraser, (of whom I hope you will obtain the loan,) one hundred shares of the Bank of the United States of America, which are my own private property. And as by a late regulation of the directors of the said Bank at Philadelphia, they offer to pay the dividend of Bank profits, half yearly in London, I presume that the transfer of those shares will be esteemed a good collateral security for that sum. It would be the more agreeable to me that this business should be transacted with our aforesaid friends, Lane, Son & Fraser, because I have confidence in them, and they are the only house we are connected with in London; but if it should not be convenient to them, they will transfer the shares to any other house with whom you may negotiate the business. You will take with you a statement of our accounts with Messrs. Lane, Son & Fraser, by which you will see that if Mr. Dowse has paid them my bill, £6,226 9s. 3d. sterling, that we shall be indebted to them about £2,000 sterling, which I shall be remitting them from hence. In case Mr. Dowse has not paid them the whole of my bill, but should return here with teas or other goods, I shall make an early remittance out of those funds, so as to bring the whole account upon a balance, as we have ample funds here in hand to do this, and to make good all our engagements here in this country.

It will be proper if Messrs. Lane, Son & Fraser fall in with our views, and agree to make us the advance we request, that some agreement should be drawn up, certifying that the shares, although in their name, are held by them on our account, or on my account, the dividends to be passed to our credit, and the shares to be re-transferred upon payment of the sum loaned upon them; and the like agreement should be attended to, if you should do this business with any other house. *After this business is completed, and you have written to St. Petersburg, for any such alterations respecting loading the two ships as you may judge proper, you will probably run over to France and see what is to be done in that country. As soon as the Minerva arrives I shall despatch*

her back to France with oil, and make up and finish all our remittances there for the consignments we have had, so that she will be ready to bring out any new ones or any thing you may see fit to employ her about. The goods we have already written to St. Petersburg for, are—for the Commerce 140 tons of hemp, and what iron she can bring, also 500 pieces Russia duck, and for the Catharine what iron and hemp she can bring, and 500 pieces Russia duck, 300 pieces Ravens, 200 pieces Sheetings, which together will amount to about £9,000 sterling. If Russia sail cloth should be from 12a14 roubles, and you succeed in obtaining the credit for £15,000, it may be well to increase that article to 500 pieces more, but not more; that will be enough for the cargoes of those ships; so that a credit of £10,000 would perhaps answer our purpose, if it was more convenient to our friends. *This business done, you will mention to Messrs. Lane, Son & Fraser, our continuing to draw and remit as we have done, even to a more considerable amount, so as to benefit by the rise and fall of exchange at this and the southern markets; and if national bank stock can be sold in England to a profit, and it was agreeable to them that we should remit that kind or any kind of paper for sale, and draw, we might probably do it to as much advantage as others.*

I shall write you every opportunity, and hope soon to hear of your happy arrival.

Being affectionately yours,

J. CODMAN.

P. S. In the course of our business we have had occasion, oftentimes, to remit immediately, to persons who consign us goods, a bill on London for part of the amount, so that if you obtain us a credit for £15,000 and we have occasion only for £10,000 on the Russia business, it will be exceedingly convenient to us to have the command of the other £5,000 for those purposes. *It would secure us that business of commissions, and all our transactions would ultimately benefit our London friends; for the more business we do with them, the more for their interest, as we mean to go safe ourselves, and at any rate they are secure, for it must be a long and continued series of misfortunes, that could reduce us so as to render them insecure.*

No. 4.

A Letter from John Codman to John Lane, of London, respecting Richard Codman's agency for the House at Boston.

BOSTON, 27th March, 1793.

DEAR SIR,—This will be handed you by my brother Richard, who goes to England to promote the business and interests of the house of John and Richard Codman. Your house being in fact our only correspondents, his arrangements will all terminate through you, and as it is probable from our establishment that we shall be able to transact business upon a larger scale, there can be no doubt but our being connected with a house in Europe, who would on all occasions readily assist our views, would in the end greatly promote their interests also.

The business with Mr. Dowse having as I supposed finished agreeably, makes my situation eligible, *and puts in my power to assist the house of John and Richard Codman essentially*,—you will observe I have transferred in the name of your house, one hundred full shares in the bank of the United States, *which are my own private property*; the price of these shares fluctuates like all other paper, however I have sold all the other public paper I had, and put all I had to spare into this institution, which I have no doubt will increase in value, as experience may direct how it can be best managed.

In its first essay it divided 4 per cent. the last year, which is equal to £7 4s. sterling per share per annum. Perhaps the next dividend may be not so much, but I am confident take a few years to come together it will average more, at any rate it is a property that I wish to preserve, and at the same time *I am willing to deposit it with you as a collateral security for any advances they may make to the house of John and Richard Codman*, because that I see that a command of funds in this country can be managed sometimes with great advantages, and *I have invested the principal part of all my own private property in those bank shares, and in real estate in this town, which is equally valuable and productive to me as the shares, but which prevent me from affording the house the use of an active capital any other way.* The circumstance of paying the dividend in London or Amsterdam, fixes a value to this kind of property in those cities, has induced to the measure which answers both the purposes I have in view,—I hope therefore it will be convenient for your house to meet our wishes, not only in this respect, but to recommend our house to your friends, and to put what business you can in our way, consistent with the engagements you feel yourselves under to others.

To meet my ideas fully, I could wish that your house would open a new account under the firm of John and Richard Codman's bank stock account, in which they should charge us with fifteen thousand pounds sterling (what I conceive to be the value of those shares) and credit us the same sum at the same time in our general account current, of course subject to our order; that an interest account should run on both these accounts; and that the dividend received from time to time should be credited in the bank stock account, which would keep that always nearly in the same state, and the other account might balance in our favor or not, as circumstances of business occurred. This would enliven and extend our commerce, which you may be assured, for my own sake, I should render as secure as possible, and your security being always ample, both by what you have in your own hands and by what I possess here, our correspondence would continue to be confidential and pleasant, and what is a great object to me, our business here might be managed with ease, and would not require such unremitted personal attention from me, as I have formerly paid to it. However, my good friend, I will not trouble you with more. Be so good as to communicate this to Mr. Fraser, and believe me to be, most sincerely, your and his most obedient and humble servant,

J. CODMAN.

No. 5.

Extracts from a Letter of John Codman at Boston, to Richard Codman, at London, written after the receipt of the news of the failure of Lane, Son & Fraser, of London.

Boston, April 25, 1793.

DEAR BROTHER RICHARD,— * * * * In this situation of affairs, I have been at a loss what to do with respect to remitting you. * * * * *

I have no doubt but we can, as we did last year, make timely remittances to face those [Bills] from Russia. If this necessity can be prevented by a loan established upon our credit, or that of the shares,* it will make our business easier, because our funds in this country will rest where we can have the full command of them.

Whenever you get the shares back, be careful how you place them; the risk that has already attended them makes me desirous to redeem them, wherever you may place them, as soon as the capital of our trade will allow it.

I esteem European affairs so precarious, and the risk so great, in transferring them into the hands of any one, that since the failure of Lane, Son & Fraser, in whom I had unbounded confidence, I doubt the eligibility of our transferring them at all, but depending for our objects upon our own funds, and on our personal credit, which is good in this country, and when known must be so elsewhere. You will think well, therefore, before you place us again in such a situation. *With regard to forming new correspondents, I must leave this to you, who are on the spot; and shall be governed a good deal by your observations when you return,* &c. &c. J. CODMAN.

No. 6.

Extracts from a Letter of John Codman, at Boston, to Richard Codman at London, proposing to Richard to visit France, and showing the course of the business and the objects of his agency.

Boston, May 2d, 1793.

* * * * * T. Clement tells me Le Couteux wish to get their property out of France,—and so do most of the rich people there. He says they asked him about ordering Russia goods here, and about buying in our funds. If you could sell our bank shares to them for a good price (remember they are worth £150 sterling,) it would be as good a way as any to get funds in Europe, to answer our purposes, and we could replace them here; many of them cost me \$580; they are now at 452½ for your government. Hombergs have written us fully on the subject of conveying French property in American vessels, and covering the property as American from their Islands to France. I doubt the propriety of this line of conduct, and think if it should be generally adopted by American Merchants, it would or might involve the country in

* Shares in the U. S. Bank, the private property of John Codman, and loaned by him to the House. See the preceding letter from J. Codman to R. Codman, dated March 27, 1793. Doc. No. 3.

a war, and that very justly. If our flag will protect their property, well,—but if not, I am for its taking its chance. If they allow us to trade to their Islands, we may buy their produce there, and ship it on our own account; but even then, I should suppose if the ship was bound to France, the suspicion of its being French property, would justify its being taken and carried in. Probably this may be explained soon, and foreign productions may not be safe, unless they come from neutral ports to a party at war,—or from a port of a party at war to a neutral port; in both cases, in neutral bottoms. I think this will be made and become necessary, and then if the oath of the shipper is necessary to identify the property, no honest man could cover that of a foreigner. *I want you to go on to France as soon as possible, because you will find a good deal of business open to you there; but you must mind your politics.*

4th May. I have concluded to send the Minerva to Alexandria, to be loaded with tobacco on our own account for Havre, and where a hogshead will not go, to put in a barrel of flour, addressed to Hombergs in your absence. I have thought, as our tobacco did so well by the Catherine, as it is cheap in Virginia, and rising with other things in France on account of the war, that a good voyage might be made with it, and you furnished with funds in Europe, where you might want them, and then that you might sell or employ the Minerva as you pleased. But sell her if you can, as she grows old, and it is time to wind her up. She is however tight and strong enough for the voyage proposed, and *my plan is that you should find her in France, with a cargo that will be both pleasing and profitable to you.*

**** Stevens set off this morning; he will provide a load of tobacco for the Minerva, as I have given him positive orders to do it. And I think this will be my best means of remitting you, because we have confidence in no bills now, and Hombergs will probably advance you immediately a handsome sum upon this consignment. I have letters too from Petersburg. Blandows had bought 10,000 poods, about 160 tons hemp, at 22 roubles, and all the iron we ordered for both ships, and would buy the duck, &c., immediately, so that the ships' cargoes will be provided seasonably there. Hemp in November there was 17½ roubles. What advantages there are in being able to order it bought in season, with ready money? I was in hopes the arrangements we were making, would have effected this, and perhaps another year it may; *this depends a good deal on what arrangements you make.*

J. CODMAN.

NO. 7.

Extract from a Letter of J. and R. Codman, to Messrs. Hombergs of Havre, showing the nature of the business to be done in France, and the character of R. Codman's agency there.

Boston, 7th May, 1793.

Messrs. Homberg & Homberg, freres,—

GENTLEMEN,—We had the pleasure to receive yours by Mr. Clement, and the return of our brig, and note the contents. We

observe your proposal of our covering your property in our ships, but we think this will be hazardous, especially if the ship is going from one French port to another; and beside, a system of this kind generally adopted, might involve our country in a war, and for ourselves we could not take the oaths necessary to qualify the property as our own. It is probable a considerable business may be carried on between this country and France, as well as the islands, during the war. And if it can be managed to our mutual advantage and satisfaction, we shall be happy to promote it. *Our Richard Codman is sailed since the 3d ultimo for England, and intends going over to France; he will see you, and any arrangements you may make together will be agreed to by us.* This is to advise you that we have concluded to send our brig *Minerva* to Virginia, to load with tobacco for your port, on our own account and risk. We have already ordered the purchase to be made in Virginia. She will carry 250 hogsheads, and where there is not room for a hogshead, we have ordered flour in barrels. We are now preparing the *Minerva* to depart hence with all expedition, as she will find her cargo all ready in Virginia. We propose her being with you in all July. *Our object is to give funds to our Richard Codman, to enable him to pay our sundry bills on Messrs. Lane, Son & Fraser, which they are disenabled from paying by their failure.* We propose to address this cargo to you, provided you will on receipt of this, lodge a credit with him on your friends in London, to the probable amount of the cargo, he causing the same to be insured, that in case of accident the property may be safe. *We have already directed the bills lading to be filled, deliverable to him, and in his absence to yourselves at Havre, &c.* J. & R. CODMAN.

No. 8.

Extract from a Letter of John Codman to Richard Codman at London or Havre, respecting the business of the House in France.

Boston, May 14th, 1793.

DEAR RICHARD,— * * * * The *Minerva* will sail this week for Alexandria, to load tobacco on our own account for Havre de Grace to your address, and in your absence to that of Messrs. Homberg & Homberg, freres. *You had better keep a good look out upon those French houses to see you get well used, and mind and be cautious with the best of them, I mean even Le C——.* I think you will be able to anticipate the funds arising from this shipment. If you are in want, you had better get the £15,000 insured on the cargo, £500 on the freight, and none on the vessel; Francis Coffin, master, at and from Virginia to Havre, against all risks, &c. &c. &c. J. CODMAN.

No. 9.

Extracts from a Letter of John Codman to Richard Codman, at London or Havre, respecting the business of the House abroad.

Boston, 24th May, 1793.

* * * * * I long to hear of your arrival, and that you have made arrangement with some house in Europe to advance us the

amount of our bank shares. Our business will never answer our wishes fully until this is done, and if it cannot be done, I have brought my mind to wish they were sold. *Unless you do something in one or other of these ways, I do not see how you will be able to provide for the bills and the Russia cargoes too.* If I take up the £1000 bill of Dallardes, and send you the Minerva's cargo, with the £1000 I have already remitted, it will be as much as you can expect from me in the absence of Dowae's funds.

* * * * * I have given orders to Barker to buy two cargoes of oil for Le Couteux, but really I do not know how I shall be able to pay for them, without selling the bills; and such is the uncertain state of French affairs, that I hardly dare to risk executing the order. I assure you I have endeavored enough to do without this advance, to do up what I have mentioned in the former part of this letter. I find it will absorb all my means, for the bank will not let any one in so largely again; they refuse new loans to any of us, and I have reduced at the National Bank to about \$20m, and have taken our stock by loan out of the Union, where it can probably be continued *ad infinitum*; but I am tired of the method, the plan is wrong. *While in business we should have no bank stock at all, in either of them.* I wish I had thought so before, when the shares sold for \$580 to 600; it would have given us independence, and our credit for borrowing at the banks would have been as good, if not better, because we should have wanted less. So if you can sell for \$500 or upwards, I think you had better do so, and replace them to me hereafter. I bought six shares on the Company's account, sometime ago, at \$452½, merely to hold while I remain in the direction, &c. &c. &c.

J. CODMAN.

No. 10.

Extracts from the letter of instructions of John and Richard Codman, to Capt. Coffin, master of the ship Minerva, showing the business of Richard Codman in France for the house.

BOSTON, 24th May, 1793.

CAPT. FRANCIS COFFIN,—When loaded, make the best of your way to Havre de Grace, where you will probably find our Richard Codman, to whom you will be accountable for vessel and cargo, and follow his orders in every respect. Inquire for him at Messrs. Homberg and Homberg, freres. If he is not there he will leave a letter for you there, and if you find none, then write him to the care of Messrs. John & T. Amory and Company, London, and in the mean time if you find on inquiry that Messrs. Homberg & Homberg, freres, are a safe and solid house, you may address yourself to them for the sale of your cargo;—to be sold, and the money remitted to London to the said Messrs. John & Thomas Amory and Company. And in case you find no orders for you at Havre from Richard Codman, you must tell Messrs. Hombergs, that you will value on them, on condition that they will within thirty days after your arrival remit to London the probable value of your cargo. But you will doubtless find orders, and will be governed by them.

After the brig is unloaded at Havre, we wish her to be improved in freighting to any part of the world. If you do not see nor hear from Richard Codman, you will follow Messrs. Hombergs advice about any freight that may offer, &c. &c. &c.

J. & R. CODMAN.

No. 11.

Extracts from a Letter of John and Richard Codman, to Messrs. Hombergs, respecting Richard Codman's agency in France.

BOSTON, May 24th, 1793.

MESSRS. HOMBERG & HOMBERG, freres, Gentlemen,—This will probably be handed you by Captain Francis Coffin, commanding our brig Minerva from Virginia, with a cargo of tobacco and flour loaded on our own account, agreeable to our advice under date of 7th inst.

You will doubtless have corresponded with our Richard Codman respecting this cargo and its expected arrival, and we have ordered Capt. Coffin to conform to the instructions he shall find lodged for him by our said R. Codman, which no doubt he will find lodged in your hands. In case of accident happening to our Richard Codman, which God forbid, we have instructed Capt. Coffin as to his further proceedings, and doubt not his meeting from you a ready support and assistance, &c. &c. &c. J. & R. CODMAN.

No. 12.

Extract from a Letter of John Codman to Richard Codman, respecting the agency of the latter in France.

BOSTON, June 19th, 1793.

DEAR RICHARD,—I have chartered the ship Enterprise, Wyat St. Barbe, Master, belonging to Capt. Stephen Clough, at 47s. 6d. sterling per hogshead. She carries I imagine 500 hhds., I shall either buy 200 hhds. more, or get so much freight, and you may expect her at Havre soon after you receive this, and this will be an object for you to meet her there. I rather think I shall load the other 200 hhds. on our own account, otherwise she will be at an uncertainty, and I am bound to a time to load her. I would have you be cautious in putting the business in Hombergs' hands, from what I can learn from T. Clement they want looking after, and will do almost anything to secure the commission, by which they will make more than they pretend to. If you are on the spot you will see for yourself, &c. &c. J. CODMAN.

No. 13.

Extract from a Letter of J. and R. Codman to Messrs. Hombergs, respecting the business of the House and R. Codman's agency in France.

BOSTON, June 25th, 1793.

* * * * * The interruption of commerce by the powers at war, must render this article scarce, and in demand, even if a peace should have taken place; and notwithstanding the advanced

price of the article in Virginia, and that of the freight, *we hope it will afford us an agreeable and profitable remittance to England, where we suppose our R. Codman will place the funds for our use.* Please to write him on receipt of this, under cover to Messrs. J. & T. Amory and Company, London, with advice of your markets, especially for tobacco, and what anticipation he could make of the funds, provided he should address the cargo to you for sale.
J. & R. CODMAN.

No. 14.

Extract from a Letter of J. Codman, to R. Codman, respecting his agency in France.

BOSTON, 25th June, 1793.

DEAR BROTHER,—Since my last I have continued to load the Enterprise wholly with tobacco for Havre, on our own account. She will carry about 500 hhds.—will sail from North River about 1st July, for Alexandria, and having written to Mr. Wilson, to buy, in addition to what Capt. Stephens has already bought, sufficient to fill her up, I have no doubt she will be despatched as fast as she can load it. The interruption to the trade of the powers at war, must render this article scarce in Europe, and must, even if peace should be hatched up, as it will be some time before their merchant ships will be safely under way again, which, notwithstanding the advanced price in Virginia, and also of the freight, induces me to think the speculation will be a good one. I do not know that Havre will be the best market for it, therefore I have liberty in the charter party to wait eight days at Havre for orders, and then proceed to another port, any in Europe without the Mediterranean; and even there I suppose, with a small gratuity, the captain would be persuaded to go. So you will have an opportunity to make the most of it, and time to get information on the subject. I think it will be best to get the insurance done here. I shall accordingly get it done. If you made any on the Minerva, you must get it withdrawn, also any you may have thought proper to make on this shipment, as it will be best to have no interference on that subject.

No. 15.

Extract from a Letter of J. Codman to R. Codman respecting his agency in Europe.

BOSTON, July 1, 1793.

DEAR BROTHER,—As I have a right to send her first to Falmouth or Havre, I rather think I shall order her to the former, to call on Fox for advice, *where you will lodge your orders.* In the mean time, you will get the best advices from Havre, from Amsterdam and elsewhere, and order her accordingly. If the sales should be equal to my expectations, it will make you a handsome remittance, and be in time to furnish you funds to pay Mr. Amory's engagement upon Frazier's bill, due in October.

J. CODMAN.

No. 16.

A Letter from J. Codman to R. Codman, respecting the agency of the latter in Europe for the House.

Boston, July 2, 1793.

DEAR RICHARD,—I have already written you by this opportunity. I wish to dwell a little more on the tobacco speculation, because I think it an important one, having liberty in the charter parties to send her to Falmouth, or Havre first, and to one port more for a market, I am at a loss which to prefer. I think, notwithstanding the low rate of French exchange, that the market at Havre may be the best for it, *especially if you are on the spot to see that it has fair play.* At any rate, *let it sell where it will, you must be there,* as you cannot be engaged in an object more important; and I think the prejudice of the English is such respecting the confused state of property in France, that you may be advised in England, by no means to send the cargo to Havre, when perhaps it may be the best market, and persons on the spot find no difficulty in managing their commercial concerns. It would be mortifying if you should thus be discouraged trying the French market, and if we should find afterwards it was unfortunate.

I desired Thomas Clement, as he carried one hundred and odd hhds. tobacco, to inform you, and in order to get informed you should write for pro forma account sales, from there and from Amsterdam. I also wrote to Hombergs on the subject, and they will no doubt inform you. I think not to determine at present, but as I shall have time while the ship is loading at Alexandria, to write by post, I may perhaps hear something from Europe, that may determine me, so that it may be well for you to lodge letters for Captain Clough or Capt. St. Barbe, both of whom go in the ship, the former owner, the latter commander, at both places, *and if you agree with me that France may be the best market, you had better get over there as soon as you can, in order to meet the arrival of the Enterprise.*

The funds you will appropriate as you please in *making good our engagements*, especially to furnish Mr. Amory's moneys to prevent his lying in advance, as his engagements for us on Frazier's bill becomes due in October. This doubtless will be in time for that purpose.

As to our European affairs, you see I say but little about them, as I depend on you to manage them. All I can say is, I have no doubt you will be able to terminate our affairs with Lane, Son, and Frazier soon; and the Russia business of this year, as also the employment of the Commerce and Catherine, will be determined on before this reaches. That I would not have you leave Europe before this tobacco business is done up, *as I depend much for success upon your being on the spot, whenever it is sold, and if the theatre of this operation is in France, you will at the same time see a termination of all our affairs in that country.** You may perhaps go there and return if you please before the tobacco arrives, which

* The affairs of the House in France at this date consisted in the settlement of accounts for former mercantile business.

may be expected to arrive in Europe in September. You will doubtless recollect the six months dividend on the one hundred bank shares now due ; this had better be paid in January next, in London. The method to accomplish it you know ; and if you get a re-transfer of the stock, as I have no doubt you will, you will remember to have this dividend passed to our credit. I hope at least one ship will go to Russia ; the other, sent to Virginia, would get a very handsome freight. The new ship will be launched in eight or ten weeks. I intend to call her the *Minerva*, unless one of the other ships should be sold,—their names I prefer to any. *If you can be doing the house service in Europe, I can make out without you until next Spring, so as to give you a year's absence.*

Yours sincerely,

J. CODMAN.

No. 17.

Extract from a Letter of J. Codman to R. Codman, respecting his agency in France.

Boston, July 19th, 1793.

* * * * * You will doubtless, on the reception of this, go over to France as soon as you can, and wait the arrival of the *Enterprise*. I have concluded to send Captain Stevens there in the new ship. She will be ready to take in in 60 days. I shall be preparing a cargo for her,—have 100 tons of oil of both sorts now in cellar, and shall be procuring more,—no doubt freight sufficient will offer. I have found it very difficult to take up a vessel to carry the oil,—this and some other objects have determined me to be getting things ready for our own ship, *particularly as she will meet you there, and may assist your views.* At any rate, as her cargo will be ready, she may be in France as soon as she can be in Virginia to seek after a freight. *I shall close all our foreign accounts by the new ship, and wish you to be there on the spot at the time, &c.*

J. CODMAN.

No. 18.

Extracts from a Letter of J. Codman to R. Codman, respecting his agency in Europe.

Boston, August 16, 1793.

DEAR RICHARD,—Instead of sending the new ship, which will not be in the water until the 20th of September, I have determined to load the *Catherine* with oil, for Havre. I have about 200 tons in store ; she will begin to take in the 20th instant, and cannot be long in loading. I hope she will meet you there, and indeed have no doubt of it, *as your business respecting the tobacco will of course lead you there, and you may want the ship in that country ;* especially if there is difficulty in getting our funds out any other way. I hope you have made some arrangements with some substantial house in Europe to answer our purposes. I have not heard yet of the arrival of the *Enterprise* in Virginia.

I expect that shipment will make a handsome remittance.—at least, sterling - - - - - 4,500

Bill you receive of L., Son & Fraser, - - - 3,510

My remittance on Willink, - - - - - 500

“ “ “ Thilluson, - - - - - 500

“ “ “ Prince, - - - - - 100

“ “ “ Clough, - - - - - 1,100

“ “ “ Waldo, - - - - - 100

Remitted by Mr. Codman from Cadiz, - - - 450

“ “ Captain Hammond, - - - 500

The Catherine will enable you to pay Le Couteux,
and leave you a remittance of - - - - - 1,500

£12,760

Messrs. Pieschell & Brogden have taken up our bill of £2,000 in favor of Donaldson, so that you have nothing to do with that; you will have to provide for the bills mentioned on the other side, if you can meet with them, and I hope you will suffer none of those bills to return protested.

Then, viz. to N. Fraser & Son, - - - 5,000

Mr. Dallarde, - - - 1,000

Thomas Smith, - - - 70 14 8

John Jay, - - - 600

Thomas Russell, - - - 1,200

John Appleton, - - - 200

William Orne, - - - 425

Freeman & Vans, - - - 280

Swanson & Miller, - - - 115 8 10

Isaac Parker, - - - 157 10

Susanna Sparhawk, - - - 39

Bandin & Rateau, a bill drawn by T. Russell
and J. Codman, - - - - - 132

9,219 13 6

You must have in hand after all these are paid, £3,500

£12,719 13 6

which will go some way towards loading the Commerce; and what it falls short, I will remit by the new ship, who will make £1,000 sterling freight to Europe, at least, as soon as she is off the stocks. So that you see I have made arrangements to face all our European engagements.

J. CODMAN.

No. 19.

Extract from a letter of J. Codman to R. Codman.

Boston, August 21, 1793.

***** I have heard from Virginia. The Enterprise has arrived there, and would sail the beginning of September. I am loading the Catherine; I find I have oil enough in store to load her, and she will not stay here, so that if you are in France, you

may expect them both in October. Freights in Virginia were up, from 60s. to 70s. sterling per hogshead, for tobacco. I shall send the Minerva there as soon as she is off the stocks; she will carry 500 hogsheads, so that you may expect her to make a remittance from her freight of £1,500 sterling, and as to insurance I shall make all here, so as to have no deductions abroad, except the insurance on the Commerce's cargo from Russia,—*that I expect you to make in Europe, &c.* J. CODMAN.

No. 20.

Letter from J. and R. Codman to Messrs. Le Couteux & Co.

Boston, 10th September, 1793.

Messrs. LE COUTEUX & Co.—Gentlemen; It is a long time since we had the pleasure to address you, or to receive any of your favors. We expect this will meet our Richard Codman in Havre. With this expectation we have loaded our ship Catherine, Francis Coffin, master, with oil on our own account, and risk, to his address. But if any accident should prevent his being in Havre at the ship's arrival, we have ordered the captain to value his ship and cargo on your house. In this case we request you to dispose of the same, to our best advantage *and remit the proceeds to Messrs. John and Francis Baring & Co.* of London, for our account. We particularly request that immediately on reception of the oil you would remit those gentlemen £2,057 16s. 3d. sterling, because we have been under the necessity to draw that sum upon them, which we are to provide for in this way. The residue you can remit when the sales are closed, or adjust with our Richard Codman, who if not arrived, will before long undoubtedly pay his respects to you. We remain, very respectfully, gentlemen, your most obedient humble servants,
J. & R. CODMAN.

No. 21.

Extracts from a Letter of J. Codman to R. Codman, respecting the operations of the House in Europe.

Boston, 12th September, 1793.

DEAR BROTHER,—I have before me your favors, 18th June, 1st and 16th July, the contents of which I duly observe, and shall take notice of before I close. *I find you have bought the ship Governor Bowdoin, then lying at Hamburg, and that you were going there to attend to her outfit and equipment, and from thence would go to Amsterdam, and France, in order to meet the cargo of tobacco, which you had heard I intended to ship to Havre.* * * * * *

This will be handed you by Capt. Coffin in the ship Catherine, whom I have also loaded on our account and risk, with a cargo of oil, partly sperm, and partly what is called right whale. * * * *I hope and trust this will meet you in Havre, and be an agreeable arrival to you, in which case you will act as you think most for our interest, both with the ship and the cargo; and being on the spot acquainted with every circumstance, it will be unnecessary even, at this distance to give you my advice.* * * * * *

Your funds in France will be extensive, and it will require great judgment to manage them right. I do not know what engagements you are under in England with Messrs. Barings. I suppose they must be to make considerable remittances to provide for the two cargoes you have ordered here from Russia. Whatever they are, they must undoubtedly be strictly complied with.

*If you have any funds in France more than you are engaged to remit to England, as aforesaid, you have a good opening in a ship of our own to ship them, and to save greatly in exchange, which must be conformed to in remittances to London. * * * * **

I think you gave great prices for the ships Bowdoin, and Abigail. I hope the speculations will turn out well; but remember we had better build ships than buy them, if we want them. But I believe you will think it not worth while to buy any more.

*I shall expect you out in the spring, by which time I think you will have an opportunity of seeing all our correspondents, and of effecting all our purposes. * * **

You observed in your last, that shares were at £110, and if they get to £112, you should sell. I do not know but it would be as good a way to remit, if remittances are necessary, (after all I have done) to sell there, and buy here. But if I hear that you have sold, I can then buy and draw as I think best. But I suppose if I draw, it will be necessary to transfer them to Messrs. Barings, and if I can replace what they sell, at an advantage, I shall do so. But I must first know that they have sold, and at what. On the other hand, if they rise here, after they are sold there, we must take our chance, and wait a more favorable opportunity.*

J. CODMAN.

NO. 22.

A Letter from J. and R. Codman, to Messrs. Hombergs of Havre.

BOSTON, September 12th, 1793.

MESSRS. HOMBERG & HOMBERG, freres.—Gentlemen; we have received yours of the 20th June,—with continuation, 30th June, 8th July, and note the contents. Before this reaches, you will doubtless have seen our Richard Codman, and in his absence, you will receive the consignment of 467 hhds. of tobacco, we have shipped from Virginia in the Enterprise, Captain St. Barbe, which vessel sailed for Havre about the 20th ultimo, and we hope will arrive to a good market. *In case you should not see our Richard Codman, or hear from him on this subject, we beg you to remit the proceeds to Messrs. John & Francis Baring, and Company of London, with all expedition.* You will doubtless see Mr. Richard Codman, and any arrangement you make with him, will be punctually confirmed by us.

Respectfully yours,

J. & R. CODMAN.

* United States Bank shares.

No. 23.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

BOSTON, 3d October, 1793.

Messrs. J. & F. Baring & Co.,—Gentlemen,—We have to acknowledge the receipt of your favor of 3d July, and are happy to find by it *that our R. Codman had opened a correspondence with a house of your respectability.* We hope the longer it continues, the more mutual satisfaction it will afford, as we are convinced, when mutual confidence is established, business may be transacted between this place and your city to great advantage, especially in the line of bills of Exchange.

J. & R. CODMAN.

No. 24.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

BOSTON, 11th October, 1793.

Messrs. JOHN & FRANCIS Baring & Co., Gentlemen,—We begin now to look for the arrival of the Commerce from St. Petersburg, soon after which we shall be expecting the Abigail from the same place, and as exchange is generally low here during the winter at the exportation of the southern crop, we shall probably invest some of those funds in exchange, at least so far as to remit to you any balance that our R. Codman may leave due to you when he has finished our European concerns for this year.

We hope he will not be under the necessity to remit any part of the funds arising from the cargo of the Enterprise from France to England, because the exchange is so unfavorable; although we presume from the prices current of tobacco in that country, it would leave us a handsome profit when remitted to England, at the rate of Exchange. *We should be sure of doing well, if he could invest them in French goods, well chosen, and send them to us.*

J. & R. CODMAN.

No. 25.

Extract from a Letter of J. Codman to R. Codman.

BOSTON, October 22, 1793.

DEAR BROTHER,—The new ship Minerva is now near ready to sail for Virginia. I expect she will make near £1,500 sterling freight from thence to Europe, and be early enough to go to Russia next spring.

We have suffered very much this year by our ships being so late. It is time now to prepare for the next year's importations from Russia; and before you leave Europe you had better write to Messrs. Blandow on that subject.

I wish you would manage matters so as to fix them a credit in London, that they may buy the goods when they deem it most for our interest; and when bought, they might draw for the money. I shall be remitting the proceeds for the two this year's cargoes as soon as I get hold of them to provide for the next.

I must leave the business of providing for the next year's importations from Russia with you, and must depend on your writing on the subject.

Pray despatch the Catherine away somewhere or other without delay. She would do well in Charleston, S. C., where freight will be high this winter. But I hope she will make a freight somewhere from France. I expect to hear soon what route you take from Hamburg. I hope you have made a freight with the Bowdoin to France, and have been to Havre to meet the tobacco shipment I made in the Enterprise. If you are obliged to remit those funds to England, the loss of the exchange will take from the profits of it. If not, you can invest them in goods, and give the Catherine a full freight home. It is probable it would turn out well. Nobody can judge better than you, being acquainted with French goods.

*I expect you will be procuring some orders in France for beef, pork, and oil, which is a business we could do a great deal of. But I will not risk all the earnings of my life to this purpose; and therefore, unless guaranteed by a solid house in England, that Messrs. Barings approve, or that you or Messrs. Amorys know to be good, I shall not execute them. * * **

I shall be expecting you out by one of the Spring ships, and flatter myself the tour will be pleasing to yourself and useful to the House.

J. CODMAN.

No. 26.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

BOSTON, Nov. 1, 1793.

MESSRS. BARINGS & Co.,—How our European account may stand with you at present we cannot say, as it depends on what remittance our R. Codman may have thought proper to make you from the cargo of the Enterprise. But whatever his engagements are, you may rest assured we shall faithfully comply with them.

J. & R. CODMAN.

No. 27.

Extract from a Letter of J. & R. Codman to Messrs. Blandow of St. Petersburg.

BOSTON, 2d November, 1793.

MESSRS. BLANDOW & BROTHERS,—Gentlemen,—We have written to Messrs. John & Francis Baring & Co. of London, informing them that we propose ordering a cargo for the Minerva of about eight thousand pounds sterling, and desiring them to confirm our credit to you for that amount, to be purchased and drawn for during the winter, on contract, deliverable as soon as the ship arrives, provided you and they should both agree that on account of prices and the rate of exchange, this plan would better promote our interest, than deferring the purchases and drafts until the shipping season, and as it is sometimes so and sometimes otherwise, we must rely on your better judgment, being

on the spot to determine what you may esteem most to our interest.

You will observe, we do not wish you to make any advances for us ; but whenever you think it most for our interest to purchase, considering the rate and prospect of exchanges, that you draw for our account on said London friends. *Our R. Codman remaining still in Europe, will probably address you on the subject.*
J. & R. CODMAN.

No. 28.

Extract from a Letter of John Codman to Richard Codman.

BOSTON, 2d Nov. 1793.

DEAR BROTHER,—You will observe I have not purchased any bank shares on speculation as you mentioned ; I think it a precarious business, and somewhat out of our line ; neither do I wish it to replace the shares you have sold, being satisfied the use of the funds in business are more profitable to the house, and their engagement to replace them to me hereafter, and pay me the declared dividends, in the mean time, makes it equally so to me ; besides all this, the ease and independence it will soon occasion is of every consequence.

J. CODMAN.

No. 29.

Extract from a Letter of John & Richard Codman to Messrs. Barings of London.

BOSTON, 11th Nov., 1793.

MESSRS. BARINGS & Co.—We took notice of your observations to our R. Codman respecting the purchase of bank shares and American stock, and remitting them to face drafts that might be passed upon them, and we fully agree with you that in the present uncertain state of the politics of all countries, *it would be a hazardous undertaking.* Besides, *it is a species of stock-dealing we do not desire to meddle with.* The 100 shares you sold for us was the private property of our J. Codman, and it was his intention to have kept them and to have furnished the house the use of the funds upon a deposit of the shares. Our R. Codman will probably be in London at the reception of this, and you will oblige us by handing the enclosed to him.

J. & R. CODMAN.

No. 30.

Extracts from a Letter of J. Codman to R. Codman.

BOSTON, Nov. 11, 1793.

DEAR BROTHER,—Stevens sailed the 7th for Alexandria. I sent upwards of 10,000 dollars by him, and he will undoubtedly load wheat for Lisbon. I shall order him not to go up the Tagus, but stop below, that, if better markets elsewhere, he may proceed accordingly, or if you have any orders for him, you will have opportunity to lodge them with Jacob Dorhman & Co.

I hope soon to hear of the Enterprise and Catherine ; the former will furnish you handsomely, the latter will be convenient,

though she will furnish you no funds. I have not heard from you since you left Hamburg, nor do I know where you went from there: I shall be expecting to hear from you soon from France, where I have no doubt a good deal of business will open to you—*But when this reaches, you will probably be returned from that country to England, and be thinking of taking passage home. It is probable you will have determined something about employing the Catherine and Gov. Bowdoin, and you will now consider what to write to Stevens, and how to provide for our next year's Russia importations, which you must put in good train before you leave Europe. At this juncture I think we ought to use uncommon caution and care. Don't be too eager to embrace business; run no risks in any offers that are made to you. We can do safe business enough for our purposes; I expect you will send me orders for beef, pork, oil, &c. But unless funds or undoubted guarantees authorise us to draw, I shall not execute them. You will observe I have drawn on Messrs. Barings about two thousand pounds, on account of what was to be reimbursed them out of the Catherine's cargo of oil from France; you have doubtless attended to that, and reimbursed them from that quarter. I have also drawn £2,000 on the ship Minerva's cargo, which I hope they will not object to. Her cargo will cost £3,500 sterling: and allowing her to make £1,500 sterling freight, she will remit £3,000 sterling more than I have drawn for. I shall not draw any more; but on the contrary, as the ships arrive from Russia, I shall be returning them with cargoes or freights, all of which will go into their hands, so as to provide in season for our next year's importation, and that it may be drawn for from Russia as soon as the purchases are made, and which, if done with judgment, will benefit us very much.*

I see by the Hombergs & Downe's letters, that there is no great prospect of employ at Havre for the ships; perhaps when you get there something may offer, and you have the best of information from all quarters. I am glad you have sold our shares; this gives us an independence, and we can insure where we please. *I have no idea of replacing them, or SPECULATING IN PUBLIC FUNDS of any kind,** for this reason, if this country is brought into the war on either side, every thing must bend to the necessity of the case, and if the fund now appropriated to discharge the interest of the public debt, is not made use of to carry on the war, where are the means to come from? And if no provision is made to pay the interest, what dividend will the bank make, or what will be the nominal value of the shares, or any of the public funds? Besides, we shall lose enough by the capture of our ships, before we can supply ourselves with the means of defence, to make us wish to avoid the other evil. All the national paper we possess now, is only six shares for the purpose of direction.

J. CODMAN.

* The author of this and the two preceding letters is supposed by Mr. Vaus to have been jointly concerned with R. Codman in speculations in the public stocks of revolutionary France, to the amount of millions!

No. 31.*Extracts from a Letter of J. Codman to R. Codman.*

BOSTON, Dec. 24th, 1793.

DEAR BROTHER,—When I last heard from you, you had not left London for France, I am now waiting anxiously to hear of your arrival there, and to know the fate of the *Enterprise* and *Catherine*, as well as what employ you found for the *Gov. Bowdoin*. *Stevens* in the *Minerva* had begun to load wheat for Lisbon and a market, on our own account.

In consequence of news here that the Algerines were let loose upon our trade, I have ordered him to Falmouth, to wait your orders.

You will enquire the best market, and order him accordingly. I hope it will pay us a handsome freight. I have not been able to procure any insurance here upon him, on account of this talk about the Algerines, therefore you will get done what you think proper. The ship and outfit will cost about £3,000 sterling, and the cargo of wheat about the same sum. What events this will produce cannot be said. It is generally thought to be the interest of none of the European nations to declare war against us, and we have no disposition to be at war with any of them; yet circumstances may involve us, and it is therefore best to be on our guard. I speak not only nationally but individually, and shall conduct the business of the house accordingly. Russia goods in such an event would be in great demand, and if peace continues they will be not much less wanted. So that I think you cannot embark too largely in that business the next year, provided you are earlier in the season; and you may be expecting such funds from me, that you will be able to do it without restraint or obligation, but you will observe the necessity of confining the business as much to ourselves as possible.

J. CODMAN.

No. 32.*Extract from a Letter of J. Codman to R. Codman.*

BOSTON, Jan. 18, 1794.

DEAR BROTHER,—Now you will look out for a market for this cargo, net proceeds of which I have ordered remitted to Messrs. Barings, to whom I have written for £3,000 sterling, on the cargo to Falmouth and a market. The ship I will (I believe) insure here. The Spanish and Portugal markets promise well, but it lays with you to direct how to get there. Perhaps it will be worth while for you to go to Russia after all your European affairs are terminated, and return in this ship, but this I leave with you.

J. CODMAN.

No. 33.*Extract from a Letter of J. and R. Codman, to Messrs. Barings.*

BOSTON, January 25, 1794.

MESSRS. BARINGS & Co.

GENTLEMEN,—We understand, though no letters from our

R. C. since his arrival in France, that our tobacco ship had arrived at Havre, and that a great prospect of profit had vanished by means of an act of the Convention, regulating the prices of merchandise. We cannot, however but hope the personal presence of our R. C. will, in some measure, avail our interest. We have not yet heard that the Catherine with oil had reached Havre. We wish to hear the remittance, ordered to you from this cargo, had taken effect. *At any rate, Mr. R. C. will undoubtedly remit you, to provide for our bills,* and a little time would inform us how these things are. We shall be remitting further as soon as our Russia ships arrive, and if they should fail, our funds are already remitted, so that we trust, that if our R. C. should have any occasion to use funds in Europe, he will find you ready to accomplish his views.

J. & R. CODMAN.

No. 34.

Extracts from a Letter of J. Codman to R. Codman.

Boston, February 18, 1794.

DEAR BROTHER,—I write you this to go by a ship of Messrs. J. Skinner & Sons, bound to Amsterdam, to be forwarded to you at Havre. It is to inform you of the arrival in this port of the Commerce, and at New York of the Abigail. The Governor Bowdoin was at St. Ubes, and I daily expect to hear of its arrival in Virginia, where I have ordered a cargo of wheat for her; and Mr. Wilson has purchased, *by your order*, two thousand barrels of flour. He omitted buying the wheat you ordered,—as the Minerva has lately sailed,—for which I shall send the Commerce, and fill her up with that article. The Abigail I shall probably load with tobacco, of which she will take about 400 hogsheads. I intend it from James River, so as to suit any European market. The execution of these plans will take some time, as the ships are but just arrived.

I expect to hear soon what you have done with the Catherine. She shall not lay long, if she comes this way. I wish you had ordered the Gov. Bowdoin and Abigail here: it is the best market on the Continent for both cargoes, *and it is better to keep our business at home and within ourselves.* The Minerva, before this reaches you, will undoubtedly have appeared at Falmouth with about 15,000 bushels of wheat on our own account. *I hope you will get a good sale for it, and get her up to Russia as soon as possible,* so as to return an early ship with a valuable cargo.

J. CODMAN.

No. 35.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

Boston, 28th June, 1794.

MESSRS. BARINGS & Co.—Gentlemen; we beg leave to confirm the foregoing, and to advise that our ship Commerce sailed this day for Virginia on our own account.

The Governor Bowdoin arrived safe in Virginia, from whence

there was a good prospect of her making a handsome freight to Europe. The Abigail is now about sailing from Philadelphia to Amsterdam, with a freight equal to about £1,200 sterling. *Both these freights, together with the proceeds of tobacco by the Commerce, will centre with you, and our R. Codman will attend to the further employ of the ships.*

J. & R. CODMAN.

No. 36.

Extract from a Letter of J. & R. Codman to Capt. Downe, of the ship Governor Bowdoin.

Boston, July 18th, 1794.

We know not how to direct you after you arrive at Rotterdam;—we must therefore leave the management of the ships to you and our R. Codman, if he should be still in Europe.

J. & R. CODMAN.

No. 37.

Extract from a Letter of J. & R. Codman to Capt. Hammond, of ship Abigail.

Boston, July 18th, 1794.

CAPT. HAMMOND,—If however, you meet our R. Codman, we think it probable he will employ the ships during the winter abroad, and send you home an early ship next year. Write R. Codman often if you can find where he is. Perhaps you may go up the Baltic this summer, and discharge your cargo to advantage in Europe. But it will not do to wait to hear from him. He will have two other ships to provide for this summer, therefore if you can employ your ship, do so at once.

J. & R. CODMAN.

No. 38.

Extracts from a Letter of J. & R. Codman to Messrs. Willink, of Amsterdam.

Boston, August 5th, 1794.

MESSRS. W. & J. WILLINK,—The exact destination of these ships you will know from our R. Codman, if he is yet in London, or in any part of Europe; if not, you will please make the necessary enquiries, so as to keep our interest insured to that amount on these ships and their appurtenances. Depending on our R. Codman's directions for our ships in Europe, we hardly know how to order them, at this season, in case of his absence.

J. & R. CODMAN.

No. 39.

Extract from a Letter of J. Codman to R. Codman.

Boston, August 5th, 1794.

DEAR BROTHER,—This will give you the sad tidings of the loss of our rope walk on the 30th July by fire, together with our brick store, which had itself full of cordage and tarred yarns. I cannot well estimate our loss, but I presume it must be near £10,000 currency, as Mr. Rogers thinks we had 70 tons yarns, &c. It

was under full swing, very much in credit, managed easily, and tolerably productive.

I think it is almost time you were at home, and indeed I do not see what will keep you abroad, but expecting the three ships, and if they detain you, you will always find the same cause, as our ships will be constantly pursuing a European track ; I believe it will be found best to be together, and depend on our friends abroad to assist the captains in a proper direction.

J. CODMAN.

No. 40.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

BOSTON, August 15th, 1794.

MESSRS. BARINGS & Co,—Our R. Codman, who is still in Europe, will of course direct all these remittances to centre with you, and, together with the average loss on the Commerce, will in course appear to our credit. We were unfortunate a few days ago, by a fire, which broke out in the neighborhood of our rope manufactory, and which destroyed a valuable property for us, as well as others. *This business was very profitable to us, as we have some navigation of our own, and our Russia importations of hemp, saved us a stock to employ it, as well as that a demand for the cordage was usually accompanied with one for sail cloth, and other Russia goods.*

J. & R. CODMAN.

No. 41.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

BOSTON, 16th Sept. 1794.

MESSRS. BARINGS & Co,—Gentlemen ; We have not had the pleasure of receiving any late letters from you, or from our R. Codman. We have no advice of the absolute departure of the Commerce from Norfolk, but presume she left it about ten days ago. The Thetis will leave this in all this week, and we have purchased a cargo of oil, for the Catherine, lately arrived safe from Russia, whom we shall despatch to our R. Codman within thirty days. *These three cargoes, on which we have not drawn, will enable him to reimburse you any advances you may be under for us.*

The Minerva not arrived from Russia, prices of goods in Russia are much higher, and exchange more unfavorable, than if our orders had been executed earlier. We have written our R. Codman to make arrangements with you, for earlier purchases, next year, which we doubt not you will promote if it will serve our interests.

J. & R. CODMAN.

No. 42.

Extract from a Letter of instructions of J. & R. Codman to Capt. Prince of the Thetis.

BOSTON, 24th Sept. 1794.

CAPT. SAMUEL PRINCE,—We have already given you orders to proceed in the ship Thetis to Amsterdam. But notwithstanding,

our wish is that you should proceed to Havre, and on your arrival there, if you meet with our R. Codman, you will consult with him as to the disposal of the cargo, and the employ of the ship.

J. & R. CODMAN.

No. 43.

Extract from a Letter of J. & R. Codman, to Messrs. Barings of London.

Boston, 29th November, 1794.

Messrs. BARINGS & Co.—Gentlemen; We enclose you copies of the invoices of three cargoes, we have shipped to our R. Codman. These undoubtedly will provide him with funds to pay you the balance of our accounts, which we hope to see closed at the end of the year, with a balance in our favor.

J. & R. CODMAN.

No. 44.

Extract from a letter of J. & R. Codman to Messrs. Barings of London.

Boston, November 29th, 1794.

Messrs. BARINGS & Co.—Gentlemen; Our R. Codman, who we understand would go over to Havre, will probably meet the Commerce, Thetis, and Catherine there, and we know he is extremely desirous to remit you from these cargoes the amount of your advances, on account of our Russia importations, which however will yield us but little benefit, beside that the Minerva's cargo will remain on our hands for some time to come.

J. & R. CODMAN.

No. 45.

Extract from a Letter of J. Codman to R. Codman.

Boston, December 17th, 1794.

DEAR BROTHER,—I received, by the arrival of Capt. Joy, yours of 5th October, that great things have been doing by persons connected in a trade with France, and that you have taken passage there in a sloop of Mr. Johnson's; this I was very glad to hear, as I have been solicitous for you to be there, for England is no field for us. You will probably arrive seasonably to meet the Commerce, and soon after will be backed by the Thetis and Catherine. They have cargoes something similar to what you describe as articles that will be wanted a long time in that country, and, therefore, I am led to expect something handsome from them; they will be grateful to you, too, *because you are so solicitous, and justly so, to remit Messrs. Barings.* But when you press me to remit them, you should remember the cause of our being so much indebted arises from the large shipments you made from Russia, and the enormous, extravagant premium of insurance paid on so great an amount, as more than all their cargoes amounted to, at a season when it was not worth half the premium; beside we ought to have taken part of the risk ourselves. Most houses here save a good deal of this, which trade is so overdone,

that the *Minerva's* cargo is not touched nor broke in upon; and as to selling off at once, as you say, 'tis impossible. The *Catherine's* cargo has held us a good spell, and a good deal of it is yet on hand; we sell a piece or a few pieces once in a while, but not without long credit; and thus it moves away gradually, without furnishing any considerable funds. Iron is the best article to raise money with, but this sells so low, owing to the quantity imported, that I have sold only about one half the two parcels. The consumption is very great, and in a little time must look up,—our hemp I have twined and am turning into cordage, instead of selling it, as I am told it may be bought at £45. This is rating us near £60; this is doing well, although the credit required absorbs time and puts in no immediate funds. *The only way to make business profitable, is to possess capital sufficient to improve such advantages here, and to keep free of too great obligations in Europe.* I am now loading the *Minerva*, Thomas Clement, with fish for Lisbon. She has about 1,500 quintals on board; her whole cargo is bought, and in stores alongside her. She waits only for weather to take it on board; I suppose she will carry from 5 to 6,000 quintals. It will stand in, with all charges, about \$4 per quintal,—this has been purchased with cash down. As soon as the fishermen landed their fish, they came up and took their money. I am in hopes it will answer well in Lisbon, and that the ship will get a good freight for Petersburg; how this will be, I cannot say; if it will not sell in Lisbon for \$5 or upwards, he will go on for a better market. But I have been thinking if he goes to Cadiz or any port in Spain, and is obliged to remit the proceeds of his cargo to London at the existing exchange of 28d pps., it will destroy the profits of a good sale, and that, was he under no such obligation, he might invest the money in hides, soap, indigo, and other articles suited to the French market, and meet you in Havre, and then be employed as you thought best. But I have written Messrs. Barings the proceeds of this cargo should be remitted them from Lisbon, and have drawn on them on account of it, £5,000 sterling, which sold for 10 per cent. above par, and have ordered £3,000 insurance on the cargo from this to Lisbon. Now you say, and I know it to be true, that merchants in Europe expect a literal compliance with every thing promised them, and this will always cramp and perhaps defeat a good voyage, and cannot be avoided while we are under the obligation and weight of debt. Besides that it obliges one to write for insurance, which perhaps may cost 12 guineas, as it did last year, when the same risk may be insured here by as good underwriters as London can boast of, at 3 per cent., or a little more for all risks.

Thus you see doing too much business destroys itself, and that managing things perfectly within our own command, we can secure the advantages of business around us. As I shall expect you home in the Spring, when you will have arranged what is proper for our Russia importation next year, and provided for all the ships abroad, we can consider of these matters together, and place our business accordingly. I wish, however, immediately on reception of this, you would write Thomas Clement, to Dolomarius' care; if he hears nothing

from you, he will dispose of his cargo in the best manner he can, and remit the proceeds to Messrs. Barings for our account, and if he cannot get a freight direct from Russia, he will take one for any other place, France in particular; and you can send him or any other ship to Russia.

I think it would be well to have two ships next year from Russia, one for this port and one for New York, to have them early ships by all means, and to bring principally hemp, tow, tallow particularly if the war lasts, and but little duck and linens, without the prices fall; and whenever the other ships cannot be better employed, to return here with salt, which article will be in demand here next spring. After the Minerva sails, which will probably be in about thirty days, I shall be rid of vessels till you send some home, and shall be employed in paying off at banks, &c. and in getting our new ropewalk ready for the spring. We have got one hundred feet up, another goes up next week, it is one story high and twenty-four feet wide, and will be twelve hundred feet long, and will be capable of doing business in that line on a large scale.

J. CODMAN.

No. 46.

Extract from a Letter of J. & R. Codman to Messrs. Hombergs of Havre.

Boston, Jan. 1st, 1795.

MESSRS. V. HOMBERG & HOMBERG, FRERES.

GENTLEMEN,—Our R. Codman, now with you, will make such arrangements, respecting our commercial dependencies in France, as renders any observations thereon unnecessary.

J. & R. CODMAN.

No. 47.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

Boston, Feb. 7th, 1795.

MESSRS. BARINGS & Co.

GENTLEMEN,—We have letters from R. Codman, to 3d Nov. at Havre, where the Commerce and Thetis had arrived. *He proposed sending the former to you to lade tobacco for France, and the latter to Lisbon, for other goods for that market; at this moment, it appears that he has a great opportunity of effecting advantageous business, by remaining in France while the war lasts, and we doubt not he will improve it. Especially as our remittances from hence, will have enabled him to pay your advances on account of our last year's importations from Russia.*

We have now a great stock of Russia goods on hand, therefore, although he cannot well go too largely upon the articles of hemp and iron, even if he returns all our ships with these articles, (and tallow also, particularly if the war lasts) we hope he will send us very little canvass or linens, which absorb a large capital. You will please to communicate our ideas to him, if you have opportunity, and you will always find us as attentive as we have been to fulfil any engagements of his in the course of his transactions.

J. & R. CODMAN.

No. 48.

Extract from a Letter of J. Codman to R. Codman, in France.

BOSTON, 13th Feb. 1795.

DEAR BROTHER,—My last advice from you was at Havre, the 3d Nov.—I am now about despatching the ship *Minerva*, after so long a time. Her detention has been owing to the weather. She has in 7,500 quintals best merchantable cod fish. I have determined to send her to Bordeaux; she will sail in two days, and if the market does not answer there, she will go to St. Andero and Bilboa—I expect this cargo will do something handsome for us, if it arrives safe; I have ordered Messrs. Barings to insure £3,000 sterling upon it.—*If this reaches you in Havre, perhaps it will be an object to go to Paris to dispose of his cargo to the commissioners.* He will write immediately on his arrival at Bordeaux.

I think it is best now, as all our vessels are in Europe, to lay on our oars and return them all here, with hemp, iron, &c. (tallow if the war lasts) from Russia, but little duck, perhaps, 2 or 300 pieces in each—to send one to New York, and the rest here, without you choose to adventure on a shorter voyage in their way.

I wish the *Minerva* had done this last voyage,—one or two might do this to advantage. *You will undoubtedly think of all these things, and if you engage spiritedly in them, may conclude to stay one year more.* I must in this case acquiesce. You will know better than I do, how we stand with Messrs. Barings. I drew nothing on the *Commerce*, *Thetis*, or *Catherine's* cargo. But on the *Minerva's*, or that is, since, I have drawn 5,000, 1,500, and £1,000, and shall be obliged perhaps to draw 2 or £3,000 more. But then I have remitted \$8,000 of bank stock to deduct from these, and these are all since the ships left Russia last summer. I conceive we must stand handsomely with them, and that our connection will be of mutual advantage. You should ask them to recommend our house to their India and China acquaintance. Mr. Russell has had a valuable consignment from that quarter, and the property appearing as his, answered a good purpose to him and his friends. We may wish too to send a ship some day or other to India; good letters in such a case are useful.

J. CODMAN.

No. 49.

Extract from a Letter of J. Codman to R. Codman, in France.

BOSTON, 10th March, 1795.

DEAR BROTHER,—By the time this reaches, *you will probably have got the ships back from London and Lisbon, and be about sending some of them up the Baltic.* You can judge better than I can how it is best to employ them. You must have a good deal upon your hands just now, but I hope you will be successful in it, which is the reward of labor. *It appears that your being on the spot is of essential service;* and whether you will not think proper to remain during the war, I cannot say. I would have you act your pleasure about it. *If you can employ the ships advantageously—*

ly in bringing supplies to France, your stay will become an object, and one would think this might be done, under existing circumstances.

J. CODMAN.

No. 50.

Letter from J. & R. Codman to Messrs. Barings of London, on receiving notice of the affair of the Thetis at Lisbon, mentioned in a letter from Edward Church, published in several of the pamphlets of William Vans.

Boston, 20th April, 1795.

Messrs. BARINGS & Co.—Gentlemen: We confirm the within to be copies of our last respects, of 1st and 14th inst., since which we have not had the pleasure of receiving any of your favors. On the 16th instant, we drew on you at 60 days to order of our brother, William Codman, at New York, £800 and £700, together with £1,500 sterling, which we recommend to your acceptance; since which, we have received from Capt. Samuel Prince, of our ship Thetis, at Lisbon, a letter dated there 1st March, wherein he says, since writing you last, wherein I informed you that Messrs. Barings 'had refused to answer my bills, and that in consequence of which I was detained in this port, I have called on Mr. Edward Church, of this place, to whom I made known my situation, who, from the knowledge and confidence he has in your house, has stepped forward and consented to take the business on himself to pay what of my bills may come back, and let me proceed. I am now ready for sea, and shall leave this day after tomorrow.'

This letter he refers to, as having written us, we have not received, *but the contents of this has alarmed us exceedingly, as we know not how to account for it*, our R. Codman having written us that he had advised you of his credit in favor of Captain Prince, and requested you to confirm the same, by a letter directed to him at Lisbon. We forbear observing upon it, until we can have the satisfaction of a letter from you. In the mean time, it must check the operation of our concerns toward Europe from this quarter, and is peculiarly unfortunate, as at this moment are deposited in our bank for sale \$200,000 of 6 per cent. stock, at 20s. in the pound, which by purchasing and remitting you, to face bills we might draw to effect the purchase, might be of mutual benefit to you and to us. We flatter ourselves this has arisen from some act of parliament, similar to what took place last year; and have, therefore, written to our brother William to suspend the sale of our bills, if not too late; and if so, to take them up, *giving new bills, for account of our J. Codman*. He advises us, under the 12th of April, having drawn several small bills on you for our account, which we pray you to honor. We have also written to Messrs. Moses Myers, of Norfolk, to whom we gave liberty to draw on you for our account, for the purchase of a tobacco cargo, to draw *for account of J. Codman, and not of J. & R. Codman*. Should this be the occasion, as we suspect, we presume you can safely pay our bills under protest, *for the honor of our J.*

Codman. We most earnestly recommend our interest to that protecting care you have always shown it, assuring you that we are fully competent, and most heartily disposed to reimburse any sums you may come under engagements for us, and that we remain, &c.

J. & R. CODMAN.

No. 51.

Extract from a Letter of J. & R. Codman to Messrs. Barings of London.

BOSTON, 9th May, 1795.

Messrs. BARINGS & Co.—Gentlemen: We confirm the foregoing copy of our last respects, since which Messrs. Dorchman & Co. of Lisbon, have sent us copies of your letters to him of 16 and 27 January; and by letters from our R. Codman, this day received, dated 14 March last, the circumstances which gave us so much concern respecting our affairs in Europe have been explained, and we doubt not your disposition to fulfil our wishes so far as is consistent with a due observance of the laws of your country. The London ships expected here will undoubtedly furnish us the pleasure of some letters from you; we shall hope to hear the remittances our R. Codman has sent you via Hamburg had reached you in safety; *he writes us continually of his steady object in placing funds with you, as well to facilitate his European transactions as to protect any bills we may draw from this country.*

J. & R. CODMAN.

No. 52.

Extract from a Letter of J. Codman to R. Codman.

BOSTON, 2d July, 1795.

DEAR BROTHER,—I received a few days ago letters from Messrs. Barings—their account, have not yet found time to examine it,—observe Voght had drawn about £10,000, which I suppose was a cargo for the Bowdoin, which I have heard nothing of since she arrived in the Elbe; you will then have that cargo, Prince's cargo from Lisbon, about £10,000 first cost more, the Minerva's cargo, equally valuable, at Bordeaux, besides the Commerce's cargo of tobacco, from London, and what I have sent from Virginia by Hacket. *All these will furnish you heavy sums in France, which if you can get well lodged in England, will terminate our concerns in that quarter for the present, and suffice to give our ships a return cargo, upon our own capital,—a desirable object.* I am now anxious to hear what fate attended the cargo I shipped by the Minerva.

Thomas Clement, in his last letters, was in doubt what to do. In Spain his fish would have remitted 30s. to 36s. sterling a quintal to London; he was so near St. Andero, that I presume he went there, unless you found means to dispose of it to the National Convention, which I hope was the case.

I expect the Catherine at New York from London; if she will sell for \$10,000 I shall sell her; if not, employ her in the best manner I can on freight. My present plan is to halt were we are; those of our ships that return before the fall to sell, or

freight; and when they are all returned, we shall have the property at command, so that after you have provided for what are in Europe, no new expedition from this side may detain you in Europe, as I think your business there will very soon draw to a point, as the ships will be coming this way.

J. CODMAN.

No. 53.

Extract from a Letter of J. Codman to R. Codman.

Boston, 18th July, 1795.

DEAR BROTHER,—I think the consequence will be, after Peace, that American shipping will be in little demand, and that it will be prudent in us to sell ours as fast as we can. One with another, they will bring \$10,000 each. If we could fortunately part with them, and after Peace get into a large run of Commission business, we should find it managed with more ease and satisfaction. It will be well to keep this in view, for you to fix correspondents in Europe, and for me to dispose of the shipping in this country, where the good freights going will stamp the best value upon the ships. I observe with great pleasure the observations you make respecting the caution you mean to observe as to risking property by any means, the loss of which might sensibly injure us. Go on, if possible, on sure grounds. My letters never were intended to find fault with what was done, only to inform you for your choice and government, and in this way, let me say, insurances on any risks may be done here by safe underwriters for moderate premiums, so that if you think it better to be done here, it is well you know that it can be done. We have considerable quantity of duck and some hemp on hand; our cordage sells as fast as Rogers can make it at \$12; the duck goes slowly; the country last year was overstocked with it.

I wish you might get some insurance on our new Rope Manufactory before you leave England. Myers has shipped by the *Leonard*, Capt. Hacket, 228 hogsheads tobacco on our account to Havre; there are about 100 hogsheads more already paid for, besides a considerable balance in his hands in our favor. I am in hopes he will sell it again, and to a profit, which I have encouraged, because I think it too high to ship.

With respect to the Union stock, of which we have \$25,000, viz. \$8,000 in the name of Messrs. Barings, and the rest in our own, I could wish, if agreeable to those gentlemen, that the whole should stand in their name as collateral to any balance we may at any future time owe them, and that they furnish us a power, whereon to receive the dividend. You will observe I wrote them that if on the 1st October next they had not sold those \$8,000, to re-transfer and send them back. I do not see, on the whole, any need of it, especially if such an arrangement takes effect. I propose it, because we shall always want to stand strong and confidentially with our friends in London, let our business be that of navigation or commission; and while you are on the spot, which perhaps will never happen again, is the time to effect it.

J. CODMAN.

No. 54.

Extract from a Letter of J. & R. Codman to Messrs. Barings, London.

Boston, 5th December, 1795.

Messrs. Barings & Co.—We observe you were anxiously waiting letters from our R. Codman, and that your advances for our House were large. *We do not know the particulars of the credits he has passed upon you, to produce this. We presumed, as all our Russia ships were disappointed of their cargoes, the case had been otherwise. But we presume ere this, he has been able to make you some satisfactory remittances, as he observed to us in his letter of 16th September, from Paris, he intended remitting you £5,000 from the sale of a cargo of tobacco, &c.* Our ship Commerce is now going to Charleston, S. Carolina, for a freight to Europe, on her way to Russia. We have written Messrs. Porter, Brown, Wilson & Co., to ship a return cargo by her, and to value on you for the cost, after informing you the amount thereof, in order for insurance.

Yours,

J. & R. CODMAN.

No. 55.

Letter from John Codman to Richard Codman.

Boston, 28th December, 1795.

Mr. Richard Codman,

MY DEAR BROTHER.—I hardly know what to begin to write you about. The Minerva, I suppose by this time is arrived at New York. She was spoke with on the coast by vessels who arrived here, I am determined to go myself there to meet her. Hemp will sell for \$250 ton, and iron \$100. I intend to sell the cargo, and return the ship to Europe, so as to go up the Baltic next season. As exchange on London is low, I intend to invest the cargo therein, and get a freight for the ship.

The Commerce sailed eighteen days ago for Charleston, for an European freight, since which I have not heard of her; and I know nothing of the Thetis, since she left Copenhagen. Inclosed are some patterns Clap has given me. I think some French goods would answer here, particularly ribbons, black ribbons and cheap lutestrings; in general they sell from 33½ to 50 per cent. on the special cost, and being bought with *assignats** cannot fail to answer. I received some of these kind of goods from France, but *without an invoice*. I sold them for about \$8000; what they cost I know not. I hope you will be able to return soon, and that your expectations will be realized. I should have done a handsome year's work here, if the Minerva had gone to St. Andero with her cargo, instead of unloading at Bordeaux, and if the Empress of Russia had been more civil to our expedition that way; but I hope on the whole, that we shall have enough of this world's goods, and that we shall soon be with each other and enjoy them. I intend going in the next stage to New York, and

* French paper money.

promise myself pleasure from a visit to William, which I have long promised him. I am in hopes too, to be of some service to him in business; he has already done very well. We are all very well, and desire united love to you.

Yours very sincerely,

J. CODMAN.

I registered the Commerce in my own name, and wrote in my individual capacity to Porter, Brown, Wilson, & Co. who, during all our disappointments last season, have never written me a line.

You never wrote me whether Mr. Swan paid you \$1000 on my account. I allowed it to him.

I desired you to try to get of D. Parker, who owed Shaw and Randall, payment for our demand on them, which is about \$4,000. *You have never answered this letter.*

No. 56.

Extract from a Letter of John Codman to Richard Codman.

Boston, April 4th, 1796.

RICHARD CODMAN, Esq.

DEAR BROTHER,—Yesterday, Mr. Joshua Blake arrived here from France. *Having received but one letter from you for these twelve months past, I expected by him an epistle; instead of which I have only a line, advising your drafts, favor of Davis, about \$19,000, which had previously appeared and been accepted. He however, tells me, you had written me a long letter, and that the vessel, by which it was sent, was lost; and what distresses me most of all is, he says after he left you, you was taken sick, and lay very unwell. I know not what to say, my dear brother, or whether expressing my feelings will not wound your sensibilities, which God forbid. I can only say, the absence of friends and connexions is of itself bad enough, but when a connexion is so near as ours, and where we have little use of the privilege of letters, it is painful in the extreme; and as to benefit being a recompense under such circumstances, the suspense and uncertainty attending destroys the object, if the same thing is not accomplished by other means. Had you been here, or had I known the exact state of our European concerns, we might have made any sum we pleased, and with much more satisfaction: instead of which, Messrs. Barings write me, we are very much in arrears with them, and mention acceptances and payments, as also receipts and expenditures that I know nothing about. I have lately remitted them about £8,000 sterling, and have drawn only in favor of Amory, £1,870, (the last payment due L. S. & F.) for these twelve months past. Be persuaded this summer, before the fall approaches, to leave Europe, and come home. Surely you can find some trusty person to leave your depending concerns with. Perhaps I am too pressing under existing circumstances, but not knowing them, how can I judge? How I long to jump on board a vessel, and come to your assistance myself! My fears, my anxieties, my affections, are all alive to hear from you. When you was abroad before, when op-*

portunities were much less frequent, I used to hear from you oftener; and now it is much more important. I do not know if you ever received the patterns of lutestrings and ribbons I enclosed you; if you have, and will send me out French goods well chosen, there is more money made by them, than by any trade I know of. The goods invoiced by Mr. Bromfield, I received *without letter or observation*. I presume they were for *our account*. I sold them at three months, and interest after, for about \$9,000, they cost 830,943 livres, including charges payable in marks banco, 8,400 livres to a mark, which marks are equal to 185 livres, specie; of course they cost in specie livres 8,315, or sterling £763, 2s. 6d. Now if I am right, this is a handsome profit, and if some bad colors had not crept in, such as pink at high advance and odd colors, they would have sold still better. Blacks are preferred, and come cheapest,—ribbons, lutestrings, &c. &c. *I wish all your property in France was wound up and sent me home in these articles*. Pray did J. Swan ever pay you \$1,000 on my account? *I have asked this question so often, I am almost ashamed*. Randall is in Bordeaux; can you do any thing with him? he owes his whole debt, which is about \$4,000. I understand Daniel Parker owed Shaw, his partner, equally *our* debtor, and I wrote you to try to secure that; *perhaps my letter never reached you*. I know nothing of the Thetis; the Commerce you have doubtless heard of in Europe, as she left Carolina last February, with a freight of about £12,000 sterling. She will go on to Russia, and I hope the Thetis will go there too and be more successful; but that cannot be expected *while you appear concerned and remain in France*.

J. CODMAN.

No. 57.

From John Codman to Richard Codman.

LINCOLN, Sunday Evening, July 31, 1796.

MY DEAR BROTHER: A vessel bound for Bordeaux is the opportunity by which I intend this: we have for a long time past had no direct opportunity for France, on account of assignats, mandates, and other uncertain and difficult circumstances, which have attended people's getting their property away from that country. Few vessels have been sent thither for a long time past. *My last letter from you was dated April 9th, advising sundry drafts, all of which have been presented, accepted, and paid*; which has occupied me, as you may suppose, very much, as I have drawn little or nothing on London to meet them. I have also paid Homberg's bills, and what of yours in their favor has appeared, which at present are only part of \$8,500 you drew in their favor, unless you have received more property from them than the 1,400 and odd pounds sterling, first received. Their drafts of yours in their favor amount to \$1,000 more than they would have received, had the money been invested in 6 per cents. and sold to meet their drafts, which is what they desired I would conform to, before they settled with you. I suspect they are sharpers, and that they had some advice of the low price of 6 per cents here,

which you had not information of. They sell from 17s. 6d. to 18s. in the pound; the latter price is what their's cost in the first instance. *You observe to me you had remitted largely to London. I hope, then, Messrs. Barings' next letters will acknowledge it; for their last, dated in April, advised they had received no remittance from you, and this has prevented my drawing on them, and obliged me to sell off our Union Bank Stock 58s. to 58s. 6d., which cost us 52s., and on which we clear about £1,000. I thought it best to have our capital in use, notwithstanding it divided 10 per cent. per annun on 48s. I wrote you of a remittance I made last winter to London, of about £8,000, by some provision cargoes ordered by Messrs. Barings for Jamaica, and have received since, a consignment from Jamaica of 100 and odd puncheons of rum, which has helped me greatly. I suppose the proceeds will be to be remitted to London, which I have no directions about as yet, and hope that I may hear from Messrs. Barings, so as to authorise me to draw on them for their nett proceeds. The Minerva's cargo of tobacco, I am in great hopes, will do well at Dunkirk or Rotterdam, though it cost high at Richmond. She left Virginia Capes the 27th of May, and will, I hope, late as she is, go to Russia for hemp and iron. I sold hemp yesterday for £92, 10s. We have not more than 6 tons on hand, and about 20 tons of cordage. This latter moves slowly, because the high seamen's wages, and other expenses attending navigation, is so much beyond the value of any improvement which can be found for ships, that people do not build or fit them out at present with any zeal at all. Iron is worth 30 to 33 pounds per ton; so that if the Commerce brings hemp and iron, they will do very well. But tallow is the dullest article, literally, that I know of. I have on hand all the Minerva brought from Copenhagen. The Thetis has been lying still at the wharf ever since she arrived, which was in May last,—too late to send to Russia this year for hemp and iron; so that she has lost two years' employ; and what is aggravating is, that the stupid captain Prince put in, had the best opportunity possible at Lisbon, of employing her till the season would permit his taking a freight thence for Russia. With a steady, capable master, this ship might have earned a good deal of money. The Abigail I hear of, at the Cape of Good Hope, and there is no doubt she will arrive at Batavia. If you have made no insurance upon her or her freight, I wish you to leave it to me, as I can do it here for less than half the money it will cost in Europe. Pray was Willink right in charging us so large a commission for insuring her freight as he did, while it was so uncertain? If the war lasts when that ship arrives in Holland, she would do well to go to Surinam for a freight, or purchase of produce on our own account, and stop in here from Surinam, to enter and clear again. *You write me you long to wind up your affairs in France, which I can well conceive you do; but I suppose your prospects of doing it after Peace to greater advantage, induces you to hold on. I hardly know how to advise you, and sometimes think I may, and perhaps have, done more hurt than good, by doing so. You must therefore be the best judge, from being on the spot.**

All I can say is, I long to see you, *and to know with certainty what we have done together*,* which surely ought to be handsome, to pay for your toils and labors.

My family are all here, and are all healthy and well, which is a great blessing. The country is now beautiful; the crops are abundant. There will be this fall a great surplussage of salt provisions for exportation, for which I hope we may have some orders. Oil may be had for about \$90 per ton. I am afraid to load the Thetis for France, lest it may be difficult to get the property out. Samuel Prince is daily expected, by whom I expect information. Exchange par. With the warmest attachment, I remain

Your affectionate brother,

J. CODMAN.

No. 58.

From John Codman to Richard Codman.

Boston, 17th September, 1796.

MY DEAR BROTHER: This goes via Hamburg, per Mr. Hellot, of Rouen, a gentleman recommended to our civilities by Messrs. Le Couteux & Co. of that city. I am pleased with Mr. Hellot, being a sensible, agreeable man, and if you pass through Rouen, please call on him. *It is a great while that I am without letters from you.* Unfortunately what you wrote me by Col. Hichborn has been carried into Halifax. He is here, and told me he could not protect the letters. I must entreat you to write me, under cover to Messrs. Barings, via London, *and to write me regularly, and at least monthly.* I should in this way regularly receive your letters, *giving me a journal of your proceedings; it would be of inexpressible satisfaction to me.* Nobody interrupts vessels but the English, and they are civil enough to let vessels from England go free; therefore write me via England, and I shall receive your letters. *You may well suppose I long to have your affairs in Europe wound up,* and I have no doubt you have an equal desire to effect the same purpose. With this sentiment fully impressed, as it is on my mind, what can I urge but what would be improper? I therefore forbear, in full confidence you will return as soon as you can. The Commerce has not yet arrived from Russia, and I have no news yet of the Minerva's arrival in Europe. I have great expectations from her cargo of tobacco. I hope she will perform something clever this voyage. The Thetis is gone to Virginia for freight or purchase of tobacco, as circumstances present themselves. Hemp may be quoted from 80 to 90 dollars per ton, iron 100 dollars, cordage from 15 to 16 dollars. We are out of hemp and cordage; of course want the Commerce. The first arrival this year from Russia, was S. Gorham's. He sold his hemp at once for \$300 a ton, since which the many arrivals have lowered the price. I do not know what makes the Commerce so late a ship. I am expecting you to send me some French goods, ribbons, gloves, lutestrings, modes, &c. &c. Perfumery would

* That is, to have certain and *accurate accounts*, (which Richard Codman had not rendered,) of the shipments to France. See subsequent letters.

do very well. If you could buy such things with paper, you would do well to go largely upon them. I expect a little schooner of ours from the West Indies, that I intend to load with tallow, tallow candles, and oil, and send to Havre, principally to carry letters to you, and to bring back such French goods as you may prepare. I look for her daily, and shall fit her away immediately. Our friends are all well, and unite in best regards, with your affectionate brother,

J. CODMAN.

No. 59.

Extract from a Letter of J. & R. Codman to Messrs. Barings & Co.
BOSTON, 4th November, 1796.

Messrs. BARINGS & Co.—The arrival of our R. Codman in England gave us great pleasure. He seemed to have come nearer home, and we received from him so particular and satisfactory an account of himself and his business while he was in London, that it dispelled for a while all misapprehensions. *We were the more gratified, as he showed us the means he had of paying you, and that so speedily, that we cannot doubt ere this but that your demand is entirely dissolved.* We shall, however, with further satisfaction, hear this from you.

J. & R. CODMAN.

No. 60.

From John Codman to Richard Codman.

BOSTON, 11th Nov. 1796.

MY DEAR BROTHER: By carefully looking over the enclosed copies of letters, which I have lately written to Messrs. Barings, you will have some correct idea of what I am engaged in at present. You will see I am preparing the Minerva for Batavia, and you may expect her to leave this, in fine order, in twenty days with about \$50,000 in specie, to load her with sugar and coffee, and I think I shall order her from there to the Texel, addressed to the order of our London friends. I do not think I shall alter from this determination, which will put half a commission at least, in their way, but as to insurance I can get it done here out and home at 9 per cent. against any possible risk whatever. When you receive this, you will doubtless have the Thetis at Dunkirk, ready for your orders. The ship is newly sheathed, and in good order. The captain is a single man and a good one, or I am much mistaken. If you have a mind to put \$30,000 on board him and send him to Batavia for a load of sugar and coffee, you can do so; but if not, you will put him in a way to earn something, until the season will let him go to Russia and return here next fall, with 200 tons iron, 100 tons hemp, and about 1000 pieces various sorts of duck, and a few sacks of feathers, which pay a great profit. What will become of the Abigail I know not. I apprehend she will meet with capture. But if she does, I hope you will secure the freight; and as Hammond must want to come home, you will surely send him to Russia, and let him return here with Russia goods. *All I fear about the Abigail is on ac-*

*count of your situation;** but it is well to look for the best. After the Minerva is gone, I shall have nothing to do, but collect, pay off, and remit, *for I am determined to engage in no new adventure whatever.* I expect to be out of hamp before the Russia ships return next fall, as the Commerce brought but 80 tons; but I will buy when I want. I enclose you Delatombe's bills for 111,000 livres on the Minister of the Marine, endorsed by Swan. If these bills will remit to London 10*d.* sterling the livre, they will produce £4,625. They cost me about £3,900 sterling for your government. If they are not paid, return them to me with protest, and I shall recover of Swan the prime sum with 10 per cent. damages. If you cannot obtain a protest in common form, get the American consul to certify the protest, as he is a notary of authority here. Pray, let me hear the fate of these bills soon. I send you the 4th; the 1st is gone to London, and 2d and 3d I have here.

I will not attempt to advise you any more concerning your European affairs. You are a better judge, and all I can promise is, to manage as well as I can here. Still I please myself by expecting you in the spring. At all events write me, and often too, via London. *Letters are inestimable.* I expect the Thetis' cargo of prime James River tobacco will sell for £100. It must be scarce in Europe; for the exportation is little from here, and the quantity extremely reduced by the culture of grain. I recollect only to add, that all our connexions are well, and unite in an expression of affection to you,

With your brother,

J. CODMAN.

NO. 61.

From John Codman to Richard Codman.

Boston, 20th April, 1797.

MY DEAR BROTHER,—I have before me your two letters, the 19th November, and 13th December, *which are my last advices from you.* I am hourly expecting important ones from you, as accounts are in town to 10th March, and the affairs in Europe make the present period a very interesting one. You observe you were amazed no insurance was done on the Abigail's freight. *I could not get any done in this country while you appeared by the papers to be interested, and was so long abroad.** Therefore I wrote you, that none was done, that you might act your pleasure, but I do not know if it would signify any thing if insurance had been made, for I fear it will turn out that the freight will be lost by barratry or misconduct of the captains, which all policies except, where the insured own the vessel.

Hammond has avoided writing me on that point himself, but Mr. Sutherland, a merchant in Jamaica, on whom he valued, says, 'from what I can learn from Captain Hammond, the Batavian company obliged him to sign bills of lading for the cargo as neutral property, which bill of lading he produced to Captain Agry,

* The fear of British capture, in consequence of one of the part owners residing in France, was among the causes which led John Codman to dissolve the partnership.

the master of the letter of marque from Liverpool who took him, and I believed mentioned to him that was a true bill of lading, but that he would not swear to it. The real papers of the cargo were stowed in the hold, and it is an unfortunate circumstance for you that Captain Hammond did not at once declare that the cargo was Dutch property, and the consequence would have been that your freight, &c. would have been paid you without the smallest trouble. The captors have libelled the ship, and I am convinced will use all possible means to condemn her. Our judge of the Court of vice Admiralty has hitherto made it a rule to condemn every thing that comes before him, but if it should be the fate of the Abigail, I think you may depend on her freight, &c. being paid on appealing to London, as Captain Hammond declared on his arrival here, that the cargo was Dutch property, but that the vessel was American property, and that the Batavian company obliged him to sign the bill of lading, as neutral, and in fact would not allow him to proceed on his voyage until he complied with their wishes.'

The date of this letter from Mr. Sutherland was the 1st of December, since which I have heard nothing from him, but two days ago I received a short letter from Mr. Hammond, dated Kingston, Jamaica, the 4th of March, in which he says, 'the Abigail's trial was brought forward yesterday, the ship cleared, but freight denied; but when we get proofs from you, we are in hopes to have a rehearing on the business. The decision in regard to the freight is astonishing, not only to me but to every merchant whom I have heard say any thing concerning it.' This is the whole letter, and all I know about it. I have sent out ample documents to prove that the ship was American property and of our knowledge of the voyage to Batavia, with copy of the contract with the Dutch company;—none however had arrived, though I sent by three opportunities, but as they have cleared the ship, they acknowledge her to be American property, and therefore all the proof on that point will be unnecessary. Hammond you see keeps the principle on which the freight was condemned out of my sight, and although he has written many times since his arrival in Jamaica, has never said a word about it. I think I may daily expect from Mr. Sutherland a copy of the judge's decree; by which I can judge about the future prospect: but I assure you at present I think it very slim indeed, for the laws of nations require fairness on the part of the neutral, and in particular no attempt to cover or screen the property of their enemies. All our chance will be that he was constrained to do this by the Batavian company, but I believe he cannot be justified if he attempted to impose on the captain, who took him a false bill of lading. I cannot fully make up my mind about it, until I see and hear him on the subject, so as to know the particulars; but you will allow it is a devilish hard case upon us. Taking it for granted, when we stood on strong ground, our captain would never change it for the worse, I conceived by our treaty with England, and the respectability of our connexions there, that if she was taken by the English, we should finally obtain indemnity,

and if taken or interrupted by the French, it would be respected on account of vessel and cargo being property of their allies. The most apprehended was the dangers of the seas *and the circumstance of yourself as often mentioned to you*, which by the way I think much less of now, and therefore did not think the risk worth what the underwriters here thought it was, for large freights on neutral bottoms were a novelty to them, but I saw clearly while our captain conducted right, we did not run much more risk, whether she got to Holland safe or was captured by the English. I am told now if they had insured the property, the cargo being warranted Dutch, and the ship American, they would not have been answerable for the loss of her freight, provided it should turn out to be denied on the principle of the captain's attempting to alter the appearance of the property, and if so, we are better off than to lose our premium, have a reference, or dispute, and lose our ship and freight too. It is mortifying, cruelly so, thus to be deprived of one's property by (as we have reason to suspect at least) the folly of our captain, or by his too good natured complying disposition. I presume the charges in Jamaica and the wages which the ship is answerable for to the seamen will absorb the value of the ship. What Hammond intends doing with her he don't say, so that if no redress is to be got at on appeal, it will prove to be a total loss.

On reading this letter you will know all that I know on the business. You will observe that I do not know whether the judge's decree respecting the freight is an absolute one, or whether it is what is called an interlocutory one, i. e. denied for the present until more satisfaction can be had, neither do I know that the denial, as Hammond calls it, was on the freight. I suspect and fear; but I am in constant expectation of letters from Jamaica on the subject. Had captain Hammond conducted squarely, there would have been no difficulty, and it is very hard that what was forced on him by the Batavian company should have the same effect, especially as he declared before a notary public on his arrival in Jamaica before the trial came on, what the true state of the case was. I do not know too, but what he told the captain of the letter of marque, before he arrived in Jamaica how the thing was; you see I have not heard from Hammond on this point at all, all I know of it is what Mr. Sutherland wrote me under date of December 1st, two months before the trial came on.

It appears that Hammond must have been stupid to the last degree, to have done all this without an indemnification from the Batavian company, because as he was by the charter party to be paid \$80 per day demurrage, he might soon have brought them to his terms. As soon as I know any thing further, I will write you, in the mean time it will be well to engage somebody to advocate as at the court of appeals. Justice ought to come to us, in that court, and our freight ought to be allowed us notwithstanding what has taken place; but if it cannot be had of the English, we ought to sue the Dutch East India Company for the damages occasioned by their obliging Hammond to conduct so.

In fine, perhaps letters from Jamaica, or Hammond's vindication of himself, may put the affair in a different light; we must therefore wait, and the moment I get it, you shall know it. I wish you to interest our friends, Messrs. Barings, in the business for us, as you will do of course. It is a new thing for Americans to become carriers for the European nations. Perhaps you will find some way to recover our demands, which as it relates to us, is a just one, and is very important. For my own part I had flattered myself with having the ship home here, with the proceeds of her freight in good Jamaica sugars, and rum, which would have paid up every debt the house owes in America now. It is true we have debts due to us, and stock on hand equal to all we owe here, or more, but every thing is dull, especially the collection of debts.

J. CODMAN.

No. 62.

A Letter from R. Codman to J. Codman.

PARIS, 5th July, 1797.

DEAR BROTHER,—I have already sent you, by two different opportunities, the 2nd and 4th of De la Tombes bills on the marine, protested. I hope they have before this reached your hands, and that you will have recovered the amount of Swan. You have now enclosed the first of the same set with copy of protest. I also enclose you the third of Mr. Prevost's bill on his father-in-law, Mr. Burr of New-York, for \$1,300, which sum I have supplied him with here for his expenses. He goes out in the vessel that this goes by, and will no doubt take care of it, if there should be any demur on the part of his father.

You have also enclosed the 2nd of Hillars bills on Parsons, for \$500, and \$140, second of Phelps on Blake, for \$1,000, the first of all which I hope are at hand. We have every prospect of peace with England, the negotiations go on at Lisle amicably, and it seems to be universally believed that peace is at hand. Unhappily at this moment there are great disputes between the two councils, (or rather council of five hundred and the directory,) but I hope they will blow over without much noise. It has had a wonderful effect upon the public funds, which are now down to 18f. after having been at 33 and even 35;—*I held at one time 400,000f., as I wrote*; but when they rose to 10f. I thought it prudent to sell out at that rate, and *I have now only 200,000*. I have ordered a remittance to be made from Hamburg, of about £18,000 sterling, to J. & F. Baring, & Co. Then to balance all accounts with them, *we shall owe* about £10,000, which I shall very soon wipe off. I beg you to have no concern *about me*, I am acting prudently and advantageously; no American in France, and I may say in Europe, has preserved a better reputation. You see, notwithstanding I have received nothing from the Abigail as I expected, nor from the bills of Swan, and in fact nothing from the tobacco at Dunkirk, which is but about one-half sold at a long credit, that I shall manage so as to stand without a debt in Europe, and that very soon, with an unspotted

reputation. As peace is so near, I think it is prudent for me to stay here until that event arrives. We are daily expecting our commissioners from America; they will no doubt be well received; and the general opinion is, that they will be able to settle all matters amicably. Your bills to reimburse for those I drew in favor of House, will be paid in London, by Messrs. Barings; they write me to [that] effect, as well as those William will draw from New-York. You have, no doubt, been advised by Messrs. Barings, that I had requested him to accept Porter's bills for the Thetis's cargo from Russia, and that I depended on you to make the insurance in Boston, which I hope you have done.

R. CODMAN.

No. 63.

From Richard Codman to John Codman.

26th September, 1797.

DEAR BROTHER: Not having time by this post, to write particularly to Havre, I only enclose William his bill on Oliver S. Phelps for \$16,000. Mr. Blake can tell you in what part of Connecticut he lives. You will please to forward the enclosed letter with the bill, when you send it to be accepted.

I am perfectly well. We have just heard of Mr. Gerry's arrival at Rotterdam. I am thankful for it; he will have more weight with the Government here than either of the others. Mr. Pinckney has not yet arrived from Amsterdam. All is perfectly quiet here; not a drop of blood has been shed during the late movement: no appearance of peace with England, and I am afraid not with Austria. If the war should continue, the next campaign will be terrible, as the French are in immense force, the best troops in the world, and headed by the best generals.

Yours affectionately,

R. CODMAN.

No. 64.

From J. & R. Codman to Messrs. Ryberg & Co.

BOSTON, 26th Sept. 1797.

Messrs. Ryberg & Co., Copenhagen,

GENTLEMEN: We presume, long ere this, the goods left in your hands by Capt. Thomas Clement of our ship Minerva, have been sold and the same adjusted *with our R. Codman at Paris*; but in order to settle our books relative to this transaction, and particularly as the communication with Paris is rather uncertain, you will oblige us very much to order your clerks to transcribe for our government, *abstracts of the whole of those accounts, and forward us* by some direct opportunity, excusing the trouble this will occasion you.*

With much respect, we remain, Gentlemen, yours,

J. & R. CODMAN.

* J. C.'s great uneasiness at the want of accounts from R. C. now begins to manifest itself by calls upon those with whom R. C. had dealt abroad, in behalf of the house at Boston, to render accounts directly to himself.

No. 65.

From J. & R. Codman to Mr. F. Coffyn of Dunkirk.

BOSTON, 29th Sept. 1797.

SIR: We have received the account sales of the Minerva's cargo of tobacco, but we wish a copy of that by the Thetis, and also sales of the Catharine's cargo, *and of your appropriation of the proceeds with Mr. Richard Codman, by your general account current.* We would thank you also for regular advices of your market, particularly for the sale of whale oil, spermaceti oil, tobacco, pot and pearl ashes &c. &c. for our future government.

Respectfully yours, J. & R. CODMAN.
Mr. F. Coffyn, Dunkirk.

No. 66.

From Richard Codman to John Codman.

PARIS, 6th Oct. 1797.

DEAR BROTHER: I have this day drawn on you the following bills in favor of James Prince, at 60 days sight, which you will please to pay,

\$2,000
2,000
1,000

\$5,000

Mr. Gerry arrived yesterday, and will be presented to Mr. Talleyrand to-day with the other two gentlemen.

Yours, R. CODMAN.

No. 67.

From John Codman to Richard Codman.

BOSTON, Nov. 6, 1797.

DEAR BROTHER: Enclosed is a protest for non-payment of J. V. Prevost's bill on Aaron Burr for \$1,000. That on Morris is also protested; but not having received the vouchers, cannot send you by this opportunity. I shall keep a look out for Prevost, if he arrives in this country; have written Burr about it, and shall write Morris, which is all I can do about them at present.

The \$4,000 you supposed you remitted me by the interest on Le Couteux's 6 per cent. stock, I have before written you, was received by Gouverneur Morris's power to Phynellis & Inglis of London. Since then two quarters have become due, and I have received \$708,16 for them. I have nothing particular to add, *having received no letter from you for six months past*; but to conclude, with constant affection, yours,

J. CODMAN.

I do not like directing to you as a French citizen.

No. 68.

From Richard Codman to John Codman.

PARIS, Nov. 11, 1797.

MY DEAR BROTHER: I wrote you a few days ago by the Nymph, Capt. Williams, from Havre, and then informed you of the cir-

cumstance of the loss of certain bills which I had sold James Prince for \$5,000, 5,000, 800, and 1,415, ¹⁰⁰/₁₀₀ sold De la Motte.— These four bills were dated 20th Oct., at 60 days sight. Prince writes me that the same post my letters ought to have arrived, he received a letter from you, under blank cover. I suppose that Mr. Whittemore, a young man who lives with me, in haste directed the letter to you, instead of James Prince, and that the bills will, in fact, go into your hands. If so, all will be well; and the new ones that I have given for the same sums, dated Nov. 3, will be paid. I have letters from London, mentioning the receipt of your remittances, in Swan's bills on Murdock for upwards of £5,000, which was not accepted. Murdock has written to Dallarde here, to know if he means to provide funds to take up the bills. I have seen Mr. Higginson, who says that Mr. Dallarde has received nothing on account of Swan, and that of course no steps will be taken to protect this signature. You may therefore count upon their going out protested; and I should think it advisable to take measures beforehand with Swan to obtain security.

Our public affairs here are in a very unpleasant situation indeed. The Commissioners have not received any communications from the Government, since they presented themselves before the Minister of Foreign Relations. It is true that the Government have been very much occupied with the Peace with the Emperor, and are at this moment extremely busy in making their arrangements for the approaching Congress, to be held at Rastadt, for settling the Peace with the Germanic Body, and also in making preparation for carrying on a vigorous war against England; but still this is no excuse for so long silence. The fact is, they think we have leaned too much to the side of England, and I believe now they mean to leave us neglected, and to treat our ministers with great coolness, and continue to take all vessels that have not the roll of Equipage, and condemn those that are already taken, for want of such papers. I am informed that they do not take any vessels that are what they call *en regle*, that is to say, that have the role of Equipage. In a few days I shall be able to write you something of more importance; things seem to be coming more to a point. I pray God that a war may be avoided. I do not think the plan of these people is to declare war. I believe they would content themselves to ask certain points, and leave us either to accede to them, or to declare war, as we may see fit. *I wrote you in my last, that I had made a remittance to Messrs. Barings of 400,000 livres, and that I was about making them another to an equal amount; this I hope to do soon.** I am now occupied in putting my affairs in train to meet any event. Adieu, my dear brother,

R. CODMAN.

No. 69.

From John Codman to Richard Codman.

BOSTON, Nov. 17, 1797.

DEAR BROTHER: *I have been so long without the great pleasure of*

* See Letters from John Codman, Nos. 80, 104, 105, and accounts of Baring & Co., by which it appears that no such remittances came to hand.

receiving a letter from you, that I have nothing to reply to. I hope this will meet you in good health, and that affairs may have been in some measure prosperous with you. I expect you have been disappointed in some of your expectations. This is common to all mercantile pursuits, but particularly in times so peculiar as these. I hope, however, you will content yourself with what you have done, and not do as D. Parker has, always been in the pursuit of fortune. I hope to hear from you soon. This country is all expectation and suspense concerning the reception and success of the American Commissioners gone to Paris. I hope they will settle every thing between the two countries to mutual satisfaction.—The commerce of this country has been greatly distressed by the captures made by the French, and which I think nothing can justify, as the want of a *role d'Equipage* has never occurred as necessary. I cannot conceive that condemnation of property can follow the want of this document, when every thing is clear as to the property being American, unless it is wished to produce eternal ill will between the two countries, as such an act could never be forgotten. I am in some concern for the *Minerva*, on this account; but hope daily to hear our Commissioners have settled this matter with the others, and things are restored to a good understanding. *I have just been reading over some of your old letters; they are better than none.* I have written to Messrs. Barings if the *Minerva* comes to Europe, to send her to Russia early in the spring. The *Abigail*, if nothing better offers, had better go to St. Ubes and return here with salt. I wish this ship was sold, as she will only create expenses. How does the affair of her freight go on? You know she spent £3,400 sterling in Jamaica, paying off the expense of the Batavian voyage. I shall not trouble you with details of business; but *I wish you to write brother Stephen, and send him an account sales of goods per the Betsey*, from Hamburg to Havre, and account current thereof as well as what you paid for him, for bills drawn from Georgia, for property going to France, and which Messrs. Barings could not pay. I think you mentioned this last object was about £2,900. *I have only to say, I shall be almost too happy to see you return in health. I have no doubt too, that on the whole you have been successful; but I am sure you have gone through enough to earn its enjoyment.* Adieu.

Yours,

J. CODMAN.

No. 70.

From John Codman to Richard Codman.

BOSTON, December 22d, 1797.

DEAR BROTHER,—*I have not had the pleasure of a line from you since date of the 15th July, and that I keep in my pocket book by way of refreshment.* This day I took out of the post office a letter which I knew by the handwriting was directed by Mr. Whittemore. *I thought I had got a prize in a letter from you.* On opening it I found two letters from Mr. Phelps of Connecticut, and a bill drawn on him by Mr. Lee, payable in May next for \$16,000, with a few lines merely heading it from Mr. Whittemore, as late as the 3d of October.

Imagine, for I will not attempt to describe my chagrin, nor will I advert upon it; was it any body but you, I should think I had offended you. The bill on Morris \$1,000 is protested for non payment, and I believe never will be paid, those on Burr are also disgraced, and William says he fears will never be paid. This on Phelps I cannot advise the fate of, but the landed speculations in this country has at times made some people think and act as if they were rich. Many, too many of our most respectable men here and hereabouts, are about to acknowledge themselves ruined thereby, and as their payments are now coming due, I daily expect to be saluted with the news of the failure of such as would astonish you; how it is with Phelps I do not know, will do the needful and advise you.—I see by the papers, Coffyn in Dunkirk has been in difficulty, and I fear for the fate of tobacco in his hands. You astonish me in the 15th July, when you said only half had been sold, and that at a long credit, so that you had not touched any of this valuable property, which I had pleased myself had done wonderfully well,—pray let me know how it is. I wish also Coffin to send me a certificate of the landing of the 22 casks of peppers out of the Catherine in the winter 1794, £5,114, for want of which I have never recovered the drawback. I saw some time ago, by the papers, the vessel the cotton was shipped by, the Elizabeth from Lisbon, was taken, and carried into France; I wished to have known if you obtained her release, or if this property is yet detained from us; the sum is an object, and you may well suppose the suspense gives me some anxiety. I have letters from Captain Loring of the Minerva of the 1st August; the funds I sent out will load her with coffee almost altogether. He will bring 500,000 lbs. which I calculate to be worth in Europe £35,000. If he comes direct to Europe the funds will go to Messrs. Barings. If he comes here, I shall immediately ship it to them for the Thetis, and send the Minerva back. I have desired them to provide in Russia for one or other of these ships 100 to 120 tons of iron, 1000 pieces good Russia duck, 400 pieces ravens duck, 800 pieces of sheetings, and the residue good clean hemp, and so leave the insurance with me, as I saved a good deal here on the Thetis this season by insuring at home, premium 8 per cent. in England 15 all risks. I hope you will not counteract these orders, but let the ship come home a full ship. You did for the best, but it would have been better had the Thetis come home full of hemp last fall. I have requested that if the Abigail cannot be better employed, or cannot be sold, which I should prefer, to have her come home with salt from St. Ubes. The papers from Jamaica are all gone to London, the affair is much more distant from me than from you, the object is above £8,000 sterling, and rests before the Lords of Appeal. I understand the amount is secured in Jamaica, so that if they reverse the decree of the lower court, the property may be recovered. I have written Messrs. Barings about it. If it is lost, it will be the fault of Hammond, notwithstanding all he says in excuse. I am provoked with him on account of it, as his freight was sure, arrive*

* Intended, probably, as an admonition to R. Codman, respecting his speculations in France.

safe or not. The seas were all he could apprehend danger from, if he had conducted properly. I hope it will turn out well on the trial, when I wish you might be present. *I am afraid the late events in France will prolong your absence, and render it difficult for you to wind up as soon as you intended. I am not so able to advise, as you are to judge; but I hope, as relates to property in the funds, whenever a bright turn to affairs shall arrive, you will embrace that moment to realize what you possess in this line, and leave your real property and other concerns in the hands of some trusty person to manage, and return to this country.* It is highly important we should be together.

I observe by Mr. Whittemore's letter of 3d of October, inclosing Phelps's bill, that the first of the set had been sent via Havre, which is not at hand, expecting this *I have great hopes of a letter from you.*

NO. 71.

From Richard Codman to John Codman.

PARIS, 18th Jan. 1798.

DEAR BROTHER: I have drawn on two bills, one for \$1,000, in favor of Andrews & Co., and one for \$1,800 in favor of John Chipman. Both these bills are dated 16th Jan. and are at 60 days. You will please to pay them.

Yours,

R. CODMAN.

NO. 72.

From John Codman to Richard Codman.

BOSTON, February 29th, 1798.

DEAR BROTHER,—*Mr. Woodward just informs me he is going for Bordeaux;** I do not know what prospect of speculation he has, he is clever as a man, and I wish him success, but I fear he has not a capital to stand any losses of consideration that might attend a failure in his attempts. Enclosed is a copy of Mr. Morris's letter to Willings and Francis, on the subject of Le Couteux lands, since which I have heard nothing from that quarter, except that old Morris is in jail for debt. The bill William M. Morris on his father for £1,103 5s. cannot be paid of course, as neither are worth a farthing to my knowledge. Enclosed also is Phelps' answer to Lee's bill. When due this can only be regularly protested, which I have taken measures to have done. Prevost on Burr the two bills have neither been paid; I believe they are both unable, all which pray let serve for your government, for you may depend upon it, few of our countrymen are now abroad that leave much property at home. Enough of this. The Minerva I expect hourly from the Cape of Good Hope; she was carried in there on passage from Batavia, but I have not a doubt of her being released, in which case the Captain writes me he shall come directly home; she has on board coffee altogether. I am insured the amount of the cargo out, including the

* See Woodward's Deposition, No. 100.

premium, so that the ship and outfits only are at risk, having made additional insurance since she got to the Cape, from thence to Europe, or home, so as to cover the money sent out. If she is sent to Europe from the Cape, the papers and documents I have sent to meet her there, will undoubtedly liberate her, in which case it may be well, as her cargo in Europe will be more valuable than here, especially the Dutch market, where her cargo is peculiarly wanted. The Thetis sailed from thence the 2nd of February, for Charleston and Europe, on her way to Russia. I instructed Crocker to do the business himself both in Carolina and in Russia, and have taken the ship here as I did the Minerva, wholly to my own account, *because I did not think it prudent to hold any navigation in company with you while you resided abroad*, and which I hope you will confirm to me (your consent to) by letter.

Yesterday I accepted your bill to Andrews & Co., 60 days, 2,000, dated 17 December. All your other bills,

\$2,000	to Hopkins,
2,000	Prince, payable to Mackay,
1,000	Brown,
5,000	
800	Mackay,
5,000	Fellowes,
1,415 78 cts.	Sturgis,

are under acceptance, and will be paid when due. *You certainly know better than I do, your views in drawing these bills,—it is beyond my conception.* Mr. Coffyn, has sent me account sales of all the cargoes sent there. *The proceeds of which have been remitted you.* There are unaccounted for there, 175 boxes soap, 7 casks indigo, 167 bundles leather and 5 trunks of leather, &c.; all landed at Dunkirk.

I WISH ALSO VERY MUCH, ACCOUNT SALES OF CARGOES TO HAVRE, per

	Catherine,	Coffin,
	Enterprise,	St. Barbe,
	Thetis,	Prince,
	Commerce,	Lombard, from England,
	Thetis,	Lisbon,
	Leonard,	Hackett.
Left at Bordeaux,	Minerva,	Clement,
" Copenhagen,	do	do
	Elizabeth,	- - from Lisbon,—

to make the proper entries in the books. *You will oblige me very much if you can get me as regular accounts of these transactions as was received from Dunkirk.*

The last letter I received from you, was dated in September,—then only a few lines,—since which you may well suppose the magnitude of the concerns and the unfortunate state of public affairs, have given me no small concern. I know however you will act prudently and wisely, and I see, which gives me great pleasure, you have done so. No one regrets more than I do the state of affairs between

the two countries ; it is a pity. If the enemies of both could be satisfied, events seemed to have concurred in their favor. But I hope friendship will not be driven away by them, and that mutual forbearance will produce mutual harmony between nations so interested to preserve it. These are the general sentiments of our country, however fools or rogues may give appearances to the contrary by newspaper stuff.

Little did I think when you left this, your absence would have been so long. It is a great misfortune, and on consideration, you will see the embarrassment it frequently places me in. You will undoubtedly do the best you can to bring us together—at least let me hear oftener from you. All your connexions are well, and desire love and remembrance. I can only add that I am constantly yours,
J. CODMAN.

No. 73.

Letter from J. Codman to R. Codman.

BOSTON, March 23d, 1798.

DEAR BROTHER,—I have found no opportunity before the present to hand you the enclosed. The next day after Mr. Woodward left us, the Minerva arrived, and I have not been able to get you advice of it before. She is now nearly unloaded, and I have shipped about 17 tons coffee for Rotterdam, by the bearer, consigned to Mr. T. Theo. Cremer, *subject to my future order.** I have not concluded what to do with the remainder, or with the ship. Public affairs are so alarming I am afraid to put any thing more at sea, I shall however get the ship in order. If there was a prospect of this nation's settling matters with France, I would send the Minerva back to Batavia, and ship the coffee on to Holland in other bottoms. *I want your advice and assistance extremely, If I do not send her back to Batavia, I shall put the cargo into her again, if I find there is any security in doing it, (and we may expect further news from Europe every day,) and send her to Holland. If I do this I shall send out William Tudor, Jr., a young gentleman who lives with me, and he will come immediately to you, as well for your assistance, as to express to you my mind more fully than I can write it. And above all to help you in winding up your affairs to return home.* At present I am at a loss how to act with this valuable cargo. I do not intend selling any of it here at present. My intention is, if the conduct of the French cruisers will permit it to be sent safely with any suitable documents, to send it to market, and get the proceeds passed to MY CREDIT, per a point, that I may know the end of it, and the value of it,—for in general I have not been able to get such knowledge from the many cargoes I have shipped, which is far from being satisfactory. I can only console myself about them, that you have the accounts, and have attended to them, but it is too loose a way of doing business. Coffyn's accounts are all I have received.

* J. Codman at this time was contemplating a Dissolution ; (See Woodward's Deposition, No. 100,) and this was a step towards it.

The public mind here is very much agitated in regard to our difference with France. It is difficult to keep people cool who have suffered, and this is too much the case with many. It is ten thousand pities these two nations should fall out so,—but what can we do if the Directory will not hear us? They do not treat us so politely as they did the English; they heard them.

Many supplies would go to France, which are wanted there, but people will be afraid they would be seized if they got there. And in short, both countries injure themselves by their disagreements, and persons very injurious to both have taken pains to increase the difficulties. I hope most truly that harmony will be restored and preserved between the two nations. There will be imprudencies of individuals, and especially of printers, which we cannot on either side restrain. The laws ought to be open to both sides, to redress injuries that come under their cognizance. *In this critical state of things*, I shall do the best I can, and remain always, yours,

J. CODMAN.

No. 74.

From Richard Codman to John Codman.

PARIS, 23rd March, 1798.

MY DEAR BROTHER,—I have this day drawn on you in favor of Samuel Brown, 6,000, say six thousand,—in favor of Nathaniel Fellowes, 6,000, say six thousand,—making in all, 12,000, at 60 days sight. I am writing particularly by a gentleman who will leave this soon for America, which will serve to explain to you my reasons for drawing these sums on you.

Yours affectionately,

R. CODMAN.

No. 75.

From Richard Codman to John Codman.

PARIS, 10th April, 1798.

MY DEAR BROTHER,—The bearer of this is Mr. Gabriel Gouvain, brother of the wife of Mr. Vans. He goes to America under the particular care of Mr. Higginson, for the purpose of pushing himself in the world, as at the present moment there is little to be done for a young man in France. I wish you to receive him as belonging to a family that has been extremely civil to me; and if you can advise him to any kind of employment that you may think worth his attention, his friends here would esteem themselves much obliged.

I remain, dear brother, yours affectionately,

R. CODMAN.

No. 76.

From Richard Codman to John Codman.

PARIS, 21st April, 1798.

MY DEAR BROTHER,—I have this moment the satisfaction to receive yours of the 29th February, and am much surprised to find that you receive so seldom letters from me. It is not for the

want of writing them. I wrote you in September, October, and November. Only that of September it seems you had received. I wrote you again in January a long letter, which I pray God may get to hand. It contained my ideas of public affairs here, and of our negotiations, which would have given you pleasure to have read, and perhaps been of service. I observe that you had accepted my bills in favor of Mackay, Fellowes, which is well. I have since drawn on you, under the date of the — in favor of Brown and Fellowes \$6,000 each, and \$2,000 in favor of Andrews, under date of — and again, under this date, in favor of Joseph Blake, \$493, Samuel Brown \$3,000, Nathaniel Fellowes, \$3,000,—total, \$6,493.

All these bills, which amount to upwards of \$30,000, it has been *convenient for me to draw for*, because I did not wish immediately to *dispose of my inscriptions*; and it is impossible, since the 18th of Fructidore, to dispose of *real estate*. I am however continually placing money in London, and you will find no difficulty doubtless in drawing on London to reimburse you all my drafts.

I have already written you that the letter you wrote me under date of the 21st October, did not reach my hands until the beginning of February, and then broke open in a shameful manner, and the bills taken out, so that I have of course not been able to comply with the wishes of Mr. Swan. I have however frequently seen Mr. Dallarde, and by his desire I have requested Messrs. J. & F. Barings & Co. to draw on account of Dallarde, on Lubbert & Dumas, the amount of Swan's bills. I have not yet heard from London in answer; when I do I will inform you. If the bills should be returned you from London, it will be well to demand the reimbursement of Swan, as though no arrangement had taken place between Dallarde and me, because I must hear of Barings bills being accepted before the arrangement is complete; and I have agreed with Dallarde that when this is done, you will refund whatever Swan may have paid you for them.

With respect to our account with Messrs. Barings, we shall not be much in arrears. In your letter of the 21st October, you had not heard of the remittances I had made them through Hamburg; and I do not wonder that you were uneasy at the great balance that appeared due to them.

I remitted them about that time, about - - - £15,000

You have remitted them, by the way of Bremen, freight per the Abigail, &c. &c. as per your letters, - 7,000

Swan's bills, which will be paid by their drafts on Hamburg, - - - 6,000

I have lately remitted them, in good bills, - - - 5,000

The Batavian freight, if they recover, is, - - - 7,000

40,000

I shall soon be able to send them £10,000 more, so that I beg you not to be uneasy on this score.

The bills on Phelps are in consequence of an arrangement made by Lee with Phelps, respecting inscriptions. The inscrip-

tions I furnished Lee with, to make good his contract, which amounted to \$8,000,—so that half the bill on Phelps is for our account, and half for Lee's, out of which he will pay you no doubt his obligation here enclosed, it being for cash furnished him.* He sailed from Bordeaux the 1st of April, so that he will be on the spot to explain to you the whole affair before the bill becomes due. I intend if possible to write you a long letter, to go by Bromfield, on the situation of our affairs with France. If I should not, he can inform you precisely my sentiments. Marshall and Pinckney have left Paris,—they think Mr. Gerry does wrong in staying behind, but I look upon it that he is a true patriot in so doing. If he had powers to act, I have no doubt he will be able to obtain good terms; at any rate his staying will prevent a rupture, unless the Government of the United States are determined upon it, which I rather think they are, judging from the President's last speech. If we should rush rashly into a war, we shall not lose less than \$100,000,000; if we keep out of it, I am convinced that, by proper negotiation, and a small advance, we get all our accounts liquidated, and the whole amount put upon this footing of a loan. That part of your letter which touches on the sentiments of our countrymen, has given me great pleasure. If they are general, there will be no war, which God grant. Yours affectionately, R. CODMAN.

No. 77.

NOTICE OF DISSOLUTION.

The public are hereby informed, that the copartnership of JOHN & RICHARD CODMAN, which commenced on the 1st day of May, 1791, is this day dissolved.

All persons indebted to them, are requested to make immediate payment to the subscriber, and those to whom they are indebted, are desired to apply to him, and receive their dues.

JOHN CODMAN.

Boston, May 2d, 1798.

[The above advertisement is inserted in the Boston Centinel, of May 2d, May 9th and May 16th; and in Russell's Commercial Gazette, Boston, May 10th, May 17th, and May 24th, 1798.]

* That is, half the bill being for *inscriptions* furnished by me to Mr. Lee, is for his account, for a matter between him and me. The other half is for *our* account, viz. the account of J. & R. Codman.

EXTRACTS from sundry letters, announcing the Dissolution of the Copartnership of JOHN & RICHARD CODMAN, or noticing the same as a fact already known.

No. 78.

Boston, May 1, 1798.

To Messrs. J. & F. Barings & Co.

* * You will please to notice, that the Copartnership of John & Richard Codman has expired, and that *from this day* the business will be transacted in my own name.

J. CODMAN.

No. 79.

Boston, May 1, 1798.

To Gouveneur & Kemble.

GENTLEMEN: I have to inform you that this day the Copartnership of John & Richard Codman has expired, which will, in future, occasion my addressing you in my individual capacity.

J. CODMAN.

No. 80.

Boston, May 8, 1798.

To Alexander Baring, Esq.

* * * My partnership with Richard, commencing on the 1st of May, 1791, I chose that time to put in execution what I conceived the present state of affairs made necessary, *and dissolved our partnership the 1st inst.* It may be necessary for him to continue in Paris, even if things come to the worst extremity between the two countries, *and now he can do it without injury to me.* I shall consider my property too, much more safe from *English capture*; so that I believe, on the whole, it is best. *I cannot conceive what has become of the 400,000 livres he wrote me in November he had, and that he should soon make another remittance to J. & F. Barings & Co., of equal amount. No such remittances had reached them in March.* I am too much in the dark about my *European affairs*,* to conduct any business with spirit, even if public affairs were more inviting.

J. CODMAN.

No. 81.

Boston, May 17, 1798.

To Messrs. Barings.

* * * The two former are copies of my correspondence of that date, and the latter 28th March, from the late House of John & Richard Codman, *which I thought proper to dissolve on the 1st inst.* The long absence of my brother in a country between whom and this, affairs are becoming very serious, has induced

* See John Codman's letter to Richard Codman, of 29th Feb., (No. 72) enumerating the cargoes sent to France, from which neither remittances nor accounts had come.

this measure as one which prudence dictates. Any remittances you may receive from him will go to the credit of the late House, and I shall be rejoiced to see them amount to sufficient to pay you the balance due from their account, which I shall feel no less responsible for or interested in than before. * * *

J. CODMAN.

No. 82.

Boston, May 18, 1798.

To Messrs. Anderson, Child & Co., Liverpool.

GENTLEMEN: Confirming fully preceding copies of letters written you by my late house, I have now to inform you that the Copartnership of John & Richard Codman expired and was dissolved the 1st inst. * * *

J. CODMAN.

No. 83.

Boston, May 19, 1798.

To Mr. Everhard Delius.

* * * Since I saw you, to wit on the 1st inst., my partnership with my brother closed, and was publicly dissolved. I was induced to this measure for reasons peculiar to the present situation of parties. * * *

J. CODMAN.

No. 84.

Boston, June 2, 1798.

To D. Nagle.

* * * My brother having been absent from this country a long time, and principally in France, I was induced by that circumstance and the critical situation of affairs between the two countries, to dissolve our partnership at its last annual term, the 1st ultimo, which occasions my single signature at this time. * *

J. CODMAN.

No. 85.

Boston, June 21, 1798.

To James Brown.

SIR: After acknowledging the receipt of your favor of 6th inst. I must inform you that on account of my brother's absence from this country, our partnership was dissolved on the 1st ult. * *

J. CODMAN.

No. 86.

Boston, 16th August, 1798.

To Fred. Delius.

* * * I have never before advised you of the dissolution of the partnership of John & Richard Codman on the 1st of May last. * * *

J. CODMAN.

No. 87.

BOSTON, Nov. 28, 1798.

To Atkinson, Mure & Bogle.

* * I have now to inform you that, in consequence of the long residence of my brother in Europe, I thought proper to dissolve my partnership with him on the 1st of May last.

J. CODMAN.

No. 88.

BOSTON, Dec. 19, 1798.

To Messrs. Willink & Jan Willink.

GENTLEMEN: It is a long time that I have been deprived of your respected correspondence. My copartnership with my brother closed the 1st of May last, since which time I have done business in my own name and for my own account. * *

J. CODMAN.

No. 89.

BOSTON, Jan. 20, 1799.

To Caspar Voght.

SIR: I pray you to forward the enclosed, under cover, as directed. My brother has doubtless informed you of the dissolution of our copartnership since the first of May last. I request you to take note of the same, and to forward me copies of all your transactions with the late house of John & Richard Codman, as also of present dependencies, if any, as some charges appear against you in their books for your drafts on London, which require elucidation. * *

J. CODMAN.

No. 90.

BOSTON, Jan. 20, 1799.

To Messrs. Rucker & Wortmann.

GENTLEMEN: My brother has doubtless informed you of the dissolution of our copartnership on the 1st of May last, which you will please to notice. * * *

J. CODMAN.

No. 91.

BOSTON, June 15, 1799.

To Turnbull, Forbes & Co.

GENTLEMEN: The absence of my brother on the continent of Europe at this moment of the critical state of public affairs, induced me, on the 1st of May, 1798, to dissolve our copartnership; and the same reason operates to incline me not to engage in more navigation than the employ of my own ships requires. * * *

J. CODMAN.

No. 92.

Extract from a Letter of Messrs. Barings of London to J. Codman, acknowledging notice of Dissolution.

LONDON, 20th July, 1798.

* * * * * We have now to acknowledge receipt of your favor

dated 17th May, by which we observe that you have dissolved your partnership with your brother Richard, (from whom we have not heard lately,) and that henceforward you will carry on business in your own name and for your sole account,—of all which we have taken note, as likewise of what you are pleased to say respecting your responsibility to us for the pending balance, and for the reimbursement of which, you will have seen by our preceding, that we are looking to you, *as it does not appear that any remittances are likely to come forward from your brother*, who particularly adverted some time ago to your cargo of Batavian coffee as our reimbursement: We are therefore necessarily disappointed to find that you have stopt sending forward any more of it. We flatter ourselves, however, that when you know the state of your account with us, you will take care to send forward remittances, if not in coffee, in some other way. * * * *

We remain, truly, your most obedient servant,

JOHN & FRANCIS BARINGS & CO.

No. 93.

Extract from a Letter from Messrs. Ryberg & Co. to Mr. John Codman, acknowledging notice of the Dissolution.

COPENHAGEN, the 7th November, 1798.

John Codman, Esq., Boston.

SIR,—We have been very happy to be made acquainted with your friend, Mr. Geyer, who handed us your lines of introduction. That gentleman is now at Stockholm, from whence we suppose he will soon return to this place, and after that proceed to England.

Our letters to Messrs. John and Richard Codman, of the 19th of May, and 12th of June, contain ample information of every thing which relates to your consignment by the Minerva. *We observe from the contents of your favor of the 2d June, that that partnership has been dissolved*, on account of the present state of politics. We shall be very glad to carry on with your good-self a useful correspondence, which we are in hopes will be encouraged by circumstances, for we make no doubt but that all West India productions will obtain high prices for this long while to come yet.

We are in all commands respectfully, Sir,

your most obedient servant,

(Signed,)

RYBERG & CO.

No. 94.

Mr. Caspar Voght's letter to Mr. John Codman, acknowledging notice of the Dissolution.

HAMBURG, 27th April, 1799.

Mr. John Codman, Boston.

SIR,—I have before me your much esteemed favor of the 20th January, and, agreeable to your desire, I now hand you inclosed, with account current copies of all your accounts, sales, invoices,

necessary to elucidate the transactions between me and your late partnership with your brother, from the year 1793 to the year 1797, which I hope will answer your purpose.

I am very respectfully,

Sir, your most obedient servant.

By procuration of M. Caspar Voght,

(Signed,)

JOHN GEORGE BURMESTER.

No. 95.

Letter from Messrs. Rucker and Wortmann to Mr. Richard Codman, acknowledging notice of the Dissolution.

HAMBURG, 6th December, 1799.

MR. RICHARD CODMAN, PARIS.

SIR,—We addressed you in *April last*, informing you that your brother, Mr. John Codman of Boston, *had acquainted us with the dissolution of your partnership with him*, and desired us to send him the account current of such transactions as we had with you. At the same time we begged to be informed if you did consent to our accounting with Mr. John Codman for the balance that remains from you or your house of Messrs. J. & R. Codman's account with us.* Not having received a reply from you to that letter, we must expect that it has not reached you, and we therefore beg leave to renew our request. You will much oblige by an early reply.

Sir, your most obedient and humble servant,

(Signed,)

RUCKER & WORTMANN.

No. 96.

Letter from V. Homberg, and Homberg freres, & Co. to Mr. John Codman.

HAVRE, 22d April, 1802.

MR. JOHN CODMAN, BOSTON.

SIR,—In reply to your much esteemed favor of the 15th February, it was by error that ours of the 26th October a: p: was addressed you, under your *old firm* of John and Richard Codman. *We were advised in time of the dissolution of that firm.†*

Mr. Tupper's affairs are now brought before the tribunal of commerce here. We cannot say at what period a judgment will be pronounced thereon; *and when and how we shall be reimbursed for the sum your brother, Mr. Richard Codman, owes us is very uncertain.* We should therefore be justified in keeping in our hands as security, the seven cases of looking-glasses, which we hold from him.‡ However, being unwilling to do any thing that could displease you, or appear chicanery, we shall ship them off this

* Rucker & Wortmann having kept a separate account with Richard Codman, did not know whether they could safely pay over the balance to John Codman, without Richard Codman's consent.

† This was the only house in France with which J. & R. Codman had corresponded or dealt for many years preceding the dissolution. R. C. being himself in France, the correspondence of the House was generally with him, and he transacted the business.

‡ This was part of the property assigned by Richard Codman to John Codman, in their settlement of accounts at Paris. See No. 234.

day or to-morrow, on board the Nancy, John Crumby, master, to your address; and inclosed you will find the Bill of Lading thereof. You have also herewith the note of our disbursements on the said seven cases, amounting to £311, 11s., which have carried to *your debit*. We found joined to your aforesaid favor our account current with you, balanced in our favor with \$283 30 cts. To which we add our disbursements on said

7 cases looking-glasses, at the exchange of
5f. 5cts. per dollar, is - - - -

59 34

 \$342 64

Which sum of \$342 64 cts. we have this day drawn on you, to our order at thirty days sight, and balanced *your account* accordingly, *not doubting but this our draft will meet due honor.**

The account of the goods we received per the Betsey, Captain Fletcher, was settled between Mr. R. Codman, and our late brother. We have in vain searched over all his papers, and never found any token thereof,—it is therefore impossible for us to send you the original, as it was not passed to our hands here.

Corn and flour, &c. &c.

We salute you kindly, and remain very truly, Sir, your most humble and devoted servants,

(Signed,) V. HOMBERG, & HOMBERG, freres & CO.

No. 97.

Letter from Mr. George Wortmann to Mr. John Codman.

HAMBURGH, 28th June, 1805.

Mr. John Codman, in Boston.

SIR,—My former partnership of Rucker and Wortmann had the pleasure to write you the 25th of April, 1799, for to acknowledge the receipt of *your circular* of the 20th January, concerning the dissolution of your partnership with your brother, Mr. Richard Codman, and to transmit you, in conformity to your desire, the abstract of your House's transactions with us, by which there appeared a small balance of 466 8 Bm., say four hundred sixty-six marks eight shillings Hamburg bank money in your favor. We have since been waiting for your and your good brother's joint disposal thereof; but as neither you nor him have wrote us a single line, and that my house has equally been dissolved five years ago, and even my former partner, Mr. Rucker, deceased, I cannot help to wish you and your brother would let me know per first occasion, whereto I have to pay the said sum, in order to be enabled of squaring the account and closing the society's books. I request therefore, the favor of complying with my wishes, and remain, with sincere regard,

Sir, your most obedient servant,

(Signed,)

GEORGE WORTMANN.

* This letter, written after Richard Codman's failure, shows that the Hombergs knew that John Codman was perfectly good, and also that he was *not responsible for Richard Codman's debts*, arising out of transactions in his own name and for his own account.

No. 98.

Imperfect Letter from R. C. to J. C., no date, which notices dissolution.

* * * heard from, I suppose she has gone on to Russia, agreeable to your orders, and which you no doubt communicate to Messrs. Barings. If the war is avoided, as I hope, I intend closing all my affairs here, and so see you in the spring. I shall write immediately to Messrs. Barings, for their account current. They have not given us credit for £15,000, which regards a transaction with Mr. Parker, we shall then owe them about £30,000. I was in hopes that you would have shipped some of the coffee to Europe, it would have brought a great price any where. I will sell off what property *I have here* as soon as possible; it will more than pay Messrs. Barings. I have no accounts from Copenhagen, of the sale of the seventeen tons of coffee, no doubt it sold well, the proceeds you have ordered to London. I hope you have recovered of Swan the amount of the protested bills,—Messrs. Barings sent them out to you with protest. Mr. Dallarde would have paid them in Hamburgh, had it not been for the failure of Lubbert and Dumas. I have no news from England of the Abigail's freight, I hope that may be recovered, it is a very considerable object. *I observe that you had dissolved our partnership; I think the step in the present situation of affairs very prudent.*—Tobacco, sugar, coffee, cotton, &c. &c. are very high all over Europe. *If you can make some expedition in these articles, which you may think safe, I think it will be well; if you want funds and draw on Hamburg or London, I will take care of the bills, if you will give me advice of them.**

Present my kind love and regards to Mrs. Codman, and all the family.

I am, with the utmost affection, dear brother, yours,

R. CODMAN.

No. 99.

JOSEPH RUSSELL'S AFFIDAVIT.

INTERROGATORIES proposed to JOSEPH RUSSELL, ESQ., in behalf of the Heirs of JOHN CODMAN.

1. Were you, or were you not, in Paris during the year 1798, and the beginning of the year 1799?

2. Were you or not, personally acquainted there, during that period, with the late Richard Codman, and also with William Vans, or either of them?

3. Did you, or did you not learn during that period, that the copartnership which had subsisted between said Richard Codman and his brother, the late John Codman, of Boston, was dissolved?

4. Do you, or do you not, know whether said Richard Codman, after said dissolution, transacted mercantile or other busi-

* The missing date of this letter is fixed to have been in the month of September, by John Codman's answer to this last sentence; see No. 116.

ness, on his own account?—If yea, please state your means of knowledge.

5. Were you, or not, during that period, in the habit of seeing the *Columbian Centinel*, or the *Boston Gazette*? and were, or were not Americans then residing in Paris generally in the habit of seeing the Boston newspapers, and what facilities had they for seeing them?

6. Was, or was not Richard Codman at that time, to wit, after the dissolution was known, reputed to be a man of property, and in good credit at Paris?

W. H. GARDINER,

of counsel for the heirs of John Codman.

I, Joseph Russell, of Boston, in the Commonwealth of Massachusetts, now temporarily residing in the city of Washington, testify and say, in answer to the annexed interrogatories:—to the first, I answer, that I resided in Paris during the year 1798, and until the first of May 1799.

To the second, I answer, that during that period I was intimately acquainted with the late Richard Codman, and was also personally acquainted with Mr. William Vans, and know that those gentlemen were well acquainted with each other.

To the third, I answer, that *during that period I did learn that the copartnership between said Richard Codman and his brother, the late John Codman, was dissolved.**

To the fourth, I answer, that I do know that the said Richard Codman, after said dissolution, did transact business in his own name, and that in the spring of 1799, a cargo of brandy was shipped at Bordeaux, in which he was interested, in his own name, and his part was consigned to me for sale, *on his account*.

To the fifth, I answer, that during that period I often saw the Boston newspapers, and presume that the Americans who were then in Paris, saw them through the means of the American Minister and Consul residing in that city.† We were all anxious to see those papers in consequence of the expectation of war between France and the United States.

To the sixth, I answer, that during the whole period of my residence in France, Mr. Richard Codman was reputed to be a man of property, and was in good credit in Paris,—it was understood that he was the owner of a large real estate in France, and had a considerable amount invested in the French funds.

JOSEPH RUSSELL.

District of Columbia, County of Washington, to wit:

Personally appeared before me, the subscriber, a Justice of the Peace, in, and for the said county, Joseph Russell, within named, and made oath in due form of law, that the within paper by him signed, contains his true answer to the interrogatories propounded to him, on the first page of this sheet; that the said an-

* Joseph Woodward's Deposition shows that he conversed with Mr. Russell about it at Paris, in the summer of 1798.

† Mr. Vans, in his pamphlets, says that he himself was American Consul. Of course he saw those newspapers.

swers were by him reduced to writing, and I certify that they were signed in my presence.

D. A. HALL, J. P.

I certify that the foregoing affidavit, with the above certificate endorsed thereon, was handed to me by D. A. Hall, Esq. J. P., whose name is affixed to the certificate, on the 6th or seventh day of January last, and that Mr. Joseph Russell informed me the same day, that he had just made his affidavit before said Hall. I transmitted it by the mail to W. H. Gardiner, Esq., Boston.

February 12th, 1835.

PELEG SPRAGUE.

No. 100.

DEPOSITION OF MR. JOSEPH WOODWARD.

I, Joseph Woodward, of Boston, in the county of Suffolk, and Commonwealth of Massachusetts, Esquire, aged seventy-five years and upwards, do on oath depose and say, in answer to interrogatories, as follows:

Interrogatories proposed by William H. Gardiner, Esq., counsel for Stephen Codman, executor of the last will and testament of John Codman, and of Charles Russell Codman, and others, the children and heirs of said John Codman.

First Interrogatory. Have you ever been in France? if yea, in what year was it?

Answer. I was in France in the years 1776, and 1798.

Second Interrogatory. About what time in the year 1798, did you leave Boston on your voyage to France?

Answer. I left Boston in March, 1798, and arrived in France in May, of the same year.

Third Interrogatory. About what time did you leave France to return to Boston; and about what time did you reach home?

Answer. I left France, I think it was about the latter part of August, but I don't recollect so particularly, and I reached home in the month of October of the same year 1798.

Fourth Interrogatory. Were you in Paris during your stay in France? if yea, about how long.

Answer. I was in Paris most of the time. I arrived at Bordeaux, went from Bordeaux to Nantes, and from thence to Paris. I was in Paris three fourths of the time.

Fifth Interrogatory. While in Paris in 1798, did you see any newspaper, containing a public notice of the dissolution of John and Richard Codman? If yea, what newspaper was it? a Boston or a French newspaper?

Answer. I saw a newspaper in Paris containing such notice in the year 1798. I think it was in the latter end of May. The newspaper was the Boston Centinel. I saw it in the month of May, but am not certain what part of the month.

Sixth Interrogatory. Can you now recollect any thing else, that you saw in the same Centinel or other Boston newspapers, at Paris, about the same time?

Answer. I saw two things that always stuck by me, 'Adams

and Liberty,' and 'Hail Columbia,' two glorious songs, expressive of our feelings at that day.*

Seventh Interrogatory. Do you or not, remember seeing in the Boston-newspaper at Paris, and at, or about the same time, an answer from President Adams, to an address of the young men of Boston, beginning,—"At a period when a powerful and perfidious nation, aspiring to the domination of the world, annuls in the career of her pride all bonds of national amity, when the most conciliating measures which the pacific disposition of our government has adopted, have been repelled with indignity, *silence* would become *cowardice*, and *NEUTRALITY* treason.†

[This interrogatory is objected to by Mr. Child, counsel for William Vans.]

Answer. Oh yes, I remember it well, I felt it in every vein, I wanted to be here to help them; the reason why I express myself strongly is, that there were only two or three of us Americans there, who could converse together, the rest of the Americans being on the other side.

Eighth Interrogatory. Was, or was not the fact of the dissolution of John and Richard Codman generally known at Paris at that time, among those Americans, and merchants, whom you saw and conversed with?

Answer. Oh yes, *they saw it in the paper, and knew it.* I mentioned it to some. There were very few of them, that I saw to converse with.

Ninth Interrogatory. Did you personally know William Vans, and did you see him in Paris while you were there?

Answer. I knew him in Boston, before he went there. *I saw him in Paris two or three times, at the Coffee House, I believe.*

Tenth Interrogatory. Did you personally know Richard Codman, and did you see him in Paris?

Answer. Oh yes, sir, I remember him before he went from here, when he was a young man. I had particular letters to him from John Codman; I was at his house five days out of six, whilst in Paris, some part of the day. When I was about to embark, Mr. John Codman called on me, with a letter to his brother Richard, *informing him that he had concluded to dissolve the copartnership, which he requested me to deliver with my own hand; which I did.*

Eleventh Interrogatory. Had you also a particular letter of introduction from John Codman to Richard Codman, or not?

Answer. I had. Mr. John Codman said to me, 'you know my Brother Richard.' I replied, 'perhaps he has forgotten me.' He said that he would give me a letter.

Twelfth Interrogatory. On your return to the United States, did you bring any letter from Richard Codman to John Codman?

Answer. Yes, sir, *and delivered it with my own hand, agreeably to the request of Richard.*

* One of these songs is in a number of the Centinel which contained the notice of Dissolution; and the other appeared a few days after, and was probably in the same file of papers which Mr. Woodward saw at Paris.

† This is also in a paper which contained the notice.

Thirteenth Interrogatory. Have you any means of fixing exactly the date at which you left Paris on your return ?

Answer. I don't think I have as to the exact day. It was a great while ago, and I have not had occasion to be particular as to the date.

Fourteenth Interrogatory. Can you recollect with any certainty whether it was the latter part of August, or the early part of September. [Objected to by Mr. Child, counsel for Mr. Vans.]

Answer. I left Paris, and went down to Nantes, and embarked there. I think I left Paris in the early part of August, and embarked in the latter part, that is as near as I can recollect now.

Fifteenth Interrogatory. Have you ever seen the Boston newspapers of the same dates, which you saw in Paris, from that time to this, so far as you can recollect ?

Answer. I don't recollect any thing about it. I may have seen them twenty times, but I do not recollect.

[*Cross-Interrogatories proposed by DAVID LEE CHILD, Esq., Counsel for Wm. Vans.*]

First Cross Interrogatory. How many Boston papers did you see at Paris, at the time you have mentioned ?

Answer. I am not able to say. I remember that a vessel arrived after a very short passage, I don't recollect seeing more than two or three; there might have been more in France.

Second Cross Interrogatory. What was the name of the vessel, and what were the names of the papers? How many days was the vessel in making her passage ?

Answer. I don't recollect the name of the vessel; I don't know that I ever knew. I recollect seeing the *Centinel*, because that was a paper which I had always taken. I don't recollect whether the other papers were different ones, or two or three numbers of the *Centinel*. I can't say decidedly how many days the vessel was in making the passage, it was between twenty and thirty days; it was but little over twenty days, come to think. It was considered a remarkably fine passage.

Third Cross Interrogatory. What was the name of the Captain of the vessel, and of what nation was she ?

Answer. I do not recollect the name of the Captain, nor with certainty the port from which she came. It was from Boston, or New York. I think from Boston. It was an American vessel I presume. I don't know the fact; it was so understood.

Fourth Cross Interrogatory. Did you see at Paris several numbers of the *Centinel*, or only one ?

Answer. I can't tell, I rather think I saw several of them.

Fifth Cross Interrogatory. Have you seen the *Centinel* which contained the notice of dissolution, since you saw it at Paris.

Answer. I answered that question just now, I don't recollect that I have; it is very probable that I may have seen it. I do not remember in particular about it.

Sixth Cross Interrogatory. What did you go to France for in 1776.*

Answer. I went upon business of my own. I had a large demand there, and I went to see if I could recover it.

Seventh Cross Interrogatory. How old was you then? [The Magistrate in propounding this question for the purpose of fixing the attention of the witness to the time, read 'in 1776,' instead of 'then.']

Answer. I was about 17. I was 17 in the fall of 1776.

Eighth Cross Interrogatory. Where is there a record of your birth.

Answer. I don't know as there is any. I was born in Hingham, in the old colony.

The witness after answering the last question, in conversation with the magistrate, who acts as amanuensis, makes the following remark, 'I remember one thing, I was christened in Hingham, General Lincoln told me he saw me christened.' [Mr. Child claims that this should be made part of the deposition, Mr. Gardiner objecting, it is put down thus,—*de bene.*]

Ninth Cross Interrogatory. What other piece did you read in the Centinel or other American papers at Paris at the time you saw the pieces you have named?

Answer. I don't remember. I didn't tax my memory. I noticed those things which particularly interested me, the songs,—it was mentioned that some armed vessels were building.

Tenth Cross Interrogatory. What was the name of the vessel in which you went to Bordeaux, and of her captain, and how many days was she in making the passage?

Answer. I don't recollect the vessel's name, she belonged to Samuel Parkman. I can't get the captain's name, he belonged in Beverly. I have been at his house since I returned. He had a long passage, something like fifty-five or sixty days, I think.

Eleventh Cross Interrogatory. Can you not tell the name of any other paper, which you saw in Paris at that time?

Answer. No; I don't think I can.

Twelfth Cross Interrogatory. To what merchants or other persons in Paris did you name the fact, that John and Richard Codman had dissolved their partnership?

Answer. I had no acquaintance with any body besides Mr. Putnam of this town. My business lay with him. I did also see Mr. Joseph Russell of this place, *we conversed about it.*

Thirteenth Cross Interrogatory. At what time did you converse with said Putnam, and said Russell about it?

Answer. Whilst I was there, every day or two, between the first of June, and the first of August.

Fourteenth Cross Interrogatory. At what Coffee House in Paris did you see said Vans?

* See the witness's correction of this answer at the end of the Deposition. Being very deaf he misunderstood the question and supposed it to relate to his visit in 1798.

Answer. I have forgotten the name of the Coffee House now. It is so long since, I can't remember. It was the Coffee House where the Americans used to go. Mr. Richard Codman used to go there,—I don't think I was there more than two or three times;—whilst I was in Paris.

Fifteenth Cross Interrogatory. That property which you went to France to recover in 1776, what was the nature of it?

Answer. It was a ship and cargo, one sixth of which belonged to Mr. Jesse Putnam, and one fourth, I think, to Mr. John Welles. It was a ship which I had built; she went from here to Charleston, South Carolina, where she loaded with rice, and thence sailed to France. The ship and cargo were consigned by request of Mr. Putnam to Mr. Callender, who was a partner of his. Callender sold the ship and cargo, and I went to recover the proceeds from him. But never succeeded in obtaining any thing.

Sixteenth Cross Interrogatory. What was the name of that vessel?

Answer. Trial.

Seventeenth Cross Interrogatory. Who were the other owners of her?

Answer. I don't recollect now,—I owned a third or a half of her myself. I don't recollect which.

Eighteenth Cross Interrogatory. Had you other property at that time besides your share in that vessel?

Answer. Yes,—I had a good deal of property.

[The witness here states that he has recalled to mind the name of the captain with whom he sailed to Bordeaux, and says it was Wesley.]

Nineteenth Cross Interrogatory. How did you get it,—by inheritance, or by your own acquisitions?

Answer. By my own acquisitions. I didn't have only the shirt on my back, and hardly that.

Twentieth Cross Interrogatory. Did John Codman, when he told you that the letter contained information to his brother of the dissolution of their partnership, also tell you why he was going to dissolve it?

Answer. Yes, he told me he was afraid there was going to be war with France, and he had a good deal of property in France, and he thought it prudent that the copartnership should be dissolved.*

Twenty-first Cross Interrogatory. Do you know what reply Richard Codman made to his brother, relative to the dissolution?

Answer. No, I do not.

Twenty-second Cross Interrogatory. Did you never converse with Richard Codman about it?

Answer. I rather think that I did. But I don't seem to recollect any thing in particular about it,—I was frequently at his town house, and his country house,—I thought that was a matter which belonged to him and his brother, and never said any thing to him about it, unless he introduced it.

* See No. 72, John Codman's Letter of 29th February, 1798, stating the number of cargoes he had sent to France, the proceeds of which remained unaccounted for in Richard Codman's hands.

Twenty-third Cross Interrogatory. Did you know the American Consul at Havre? or James Swan?

Answer. I did not know the American Consul at Havre. I knew James Swan,—*he was here at that time*; we were members of the General Court together, and he gave me letters to some one in France.

Twenty-fourth Cross Interrogatory. Do you recollect any thing which Richard Codman said about his connexion with his brother, or the dissolution of it?

Answer. No, I do not recollect any thing in particular.

Twenty-fifth Cross Interrogatory. Have you conversed with any one relative to giving this deposition? if yea, with whom?

Answer. With nobody except Mr. Gardiner, who is now present.

Twenty-sixth Cross Interrogatory. Did Richard Codman employ you, or pay you any money at any time?

Answer. Never. He owed me a quarter cask of wine when he died, which I never got.

Twenty-seventh Cross Interrogatory. Do you owe William Vans any thing.

Answer. No,—I never owed him a cent in my life, I used to buy goods of Freeman and Vans.

Twenty-eighth Cross Interrogatory. Did you never have any contract of any kind with him, or with Freeman and Vans?

Answer. I never did have any contract with William Vans, or with Freeman and Vans. I used to buy goods of Freeman & Vans, as I have already stated.

Twenty-ninth Cross Interrogatory. Did you never plead the statute of limitation to a demand of Vans, or Freeman & Vans against you?

Answer. No, I never heard any such thing,—I never had any transaction with them, except as I have told you, buying goods out of their store.

Thirtieth Cross Interrogatory. Was you intimate with John Codman at the time you took his letter to Richard?

Answer. Quite so. I used to dine with him once or twice a week, when we were in the General Court. I mean in 1798. The General Court was in session when I embarked; James Swan was also a member from Dorchester.

Further Direct Interrogatories, proposed by Mr. Gardiner.

Sixteenth Direct Interrogatory. Can you recollect where you received the letter from Richard Codman, which you carried to John Codman,—was it handed to you personally by Richard Codman at Paris, or was it sent down to you at Nantes?

[Objected to by Mr. Child, counsel for Wm. Vans.]

Answer. I don't recollect positively; I rather think he sent it down to me, at Nantes,—I am quite sure he did.

Seventeenth Direct Interrogatory. Was Richard Codman in good credit, and reputed a man of property while you were in Paris, or not?

Answer. I never heard to the contrary of his being in good credit.

The witness having given the foregoing answers to the questions propounded to him,—an adjournment takes place,—and in the afternoon the examining magistrates meet the witness at his house, (the counsel on neither side being present) to read over the deposition to him, and to administer the oath. Upon reading to him his answer to the Sixth Cross Interrogatory,—he says that the business therein referred to, was the business on which he went to France, in 1798, that he supposed the interrogatory referred to that time, also that he misapprehended the Fifteenth Cross Interrogatory, and that in his answer, there too he also refers to 1798. That he did not go to Paris in 1776, he only went to Nantes,—he went in a letter of marque, and went for the purpose of bringing home arms and munitions of war.

(Signed)

JOSEPH WOODWARD.

Commonwealth of Massachusetts, County of Suffolk, ss. City of Boston.

This twenty-third day of January, in the year of our Lord, eighteen hundred and thirty five, personally appeared before us, the subscribers, two justices of the peace, in and for the county of of Suffolk, *quorum unus*, the aforesaid deponent, and after being carefully examined, and duly cautioned to testify the whole truth, and nothing but the truth, made oath that the foregoing deposition by him subscribed is true, taken at the request of Stephen Codman, of said Boston, executor of the last will and testament of John Codman, late of said Boston, deceased, and of Charles Russell Codman, and others, the children and heirs of said John Codman, deceased, to be preserved in perpetual remembrance of the thing. And we duly notified Wm. Vans, of said Boston, gentleman, (as will appear by the annexed notice, and the officer's return thereon) the said Vans being the only person we knew to be interested in the property to which said deposition relates; and David Lee Child, Esquire, counsel for said Wm. Vans attended.

(Signed)

WM. J. HUBBARD,
FRANCIS O. WATTS.

[Here follows Certificate of Fees, Notice to Wm. Vans, Officer's Return, &c.]

No. 101.

Extract from the deposition of Jesse Putnam, as published by Mr. Vans, in a pamphlet, entitled "A statement of Facts," &c. &c. p. 22.

* * I also saw in the Boston Centinel, at Bordeaux, I believe in 1798, an advertisement by John Codman, notifying the dissolution of the copartnership between him and Richard Codman.

J. PUTNAM.

Extracts from Vans' pamphlets, showing, from his own statements, that the transactions with Richard Codman, out of which his claim is supposed to arise, did not occur till December 1798, or January 1799, being long after the dissolution of partnership between R. Codman and J. Codman was known at Paris.

No. 102.

From the pamphlet entitled "A New Edition, &c." published in 1824, p. 12.

"I will now prove that it was in December, 1798, that I lent Richard Codman, in France, 8416 rents tier consolida, so called, and placed in the house of John and Richard Codman, in Paris, an obligation for 100,000 livres, rents provisoir, so called, which I received of a Mr. Robisha in part payment for my estate at Ablong—also notes of a Mr. Nott, for 48,000 livres, also a demand on a Mr. Rose for 320,000 livres, in bons of 8, so called, which I lent him, and also property to a large amount for collection during the time I was absent in America. The houses were sold and produced 32,000 livres rent, which made the property I placed in the house of J. & R. Codman, in Paris, in December, 1798."

From the pamphlet entitled "The Third Edition, revised and corrected," &c. p. 7.

"The circumstances which led me to place my property in the hands of John and Richard Codman, are as follows, viz.—In January, 1799, after having met with great losses in Europe, doing business there as a merchant, for account of Freeman and Vans, of more than half a million of dollars, I retired to my estate in France, waiting until I could realize the remains of my property and return to America.—When Richard Codman, of the house of John and Richard Codman, established merchants in Paris, called on me, and said, Mr. Vans, is there any thing to be done on speculation? I answered that I thought there might be something done if I had a credit placed in America. Mr. Codman then said, my house in Boston will furnish you funds if you will go and execute it. R. Codman then made an agreement with me, and gave me letters of credit from his house in Paris, to different houses in South Carolina, Alexandria, and Philadelphia, and also to his brother and copartner, John Codman in Boston; all which papers on my arrival in Boston, I laid before John Codman there, when he requested me as copartner to give up my agreement made with Richard Codman, and my letters of credit, and not execute our plans,—which I consented to do, and gave him up all my papers, and have his receipt to prove it. In a little time after this, I embarked to return to France, and on my arrival there called on Richard Codman, to deliver me the property I had placed in his house at Paris, when I left France."

From the pamphlet entitled "*Life of William Vans*," published in 1832, p. 5.

"That caused an arrangement and agreement between us, when I lent and placed with John and Richard Codman, merchants at Paris, in the kingdom of France, a large property in the month of December, 1798, consisting of notes of hand, real estate, obligations payable to order, and French funds," &c.

Extract from David L. Child's pamphlet, entitled "*Review of a Report to the House of Representatives, &c.*" p. 28.

"Mr. Vans never pretended that the debt for which the notes were given, arose until December, 1798; all his judgments fix this as the date of the loan, which was seven months after the pretended dissolution."

Extracts from John Codman's Correspondence after the dissolution of the house of J. & R. Codman, and before he had received notice of any business transactions between Richard Codman and Vans.

No. 103.

A Letter from J. Codman at Boston, to R. Codman at Paris, relative to the dissolution of the Copartnership.

Boston, June 1, 1798.

DEAR BROTHER RICHARD,—I have already written you that on account of the situation of public affairs, I thought it prudent to DISSOLVE OUR PARTNERSHIP, the first ultimo. Things appear to be coming to the last extremity between the two countries, where we reside; and as such, you will feel in some measure relieved by the considerations, that any measure you may think adequate for the safety of YOUR PROPERTY in one country, cannot now affect ME in another. This measure was not adopted without great consideration and regret, all which you will be fully sensible of. Lee's bill on Phelps is protested for non-payment; but as he is expected out, I do not return it to you. Pray don't trust him, nor any of the Americans who are in France; they are not possessed of property sufficient to pay you in case their speculations do not afford them the means. The cargo of coffee I had from Batavia, I have still on hand, except about 17 tons sent to Rotterdam. As times are, I have thought it prudent not to venture out in the storm with this valuable property. I hope soon to hear from you; in anxious expectation of which, I remain, yours affectionately,

J. CODMAN.

No. 104.

Letter from J. Codman to R. Codman giving some of the reasons of his dissolving the Copartnership.

Boston, June 2d, 1798.

DEAR BROTHER,—This goes via Copenhagen, it can convey

you nothing new; as you have no doubt heard of the vigorous preparations for defence making by this country against the French. In short, there is the same spirit awake, that operated in 1775 against the British, and where it will end, heaven only knows.

*Thinking you might wish to stick by YOUR PROPERTY, in case of the event of war between the two countries, I DISSOLVED OUR PARTNERSHIP PUBLICLY 1st ultimo. You can now do as you please; but I wish, you may well suppose, a winding up of the important concerns you have been engaged in, to govern my conduct here.**

In November, you say you had remitted 400,000 livres to J. & F. Baring & Co.; in March, they say nothing about it. You say also you were about remitting them an equal sum. I wish I could hear both those sums were to our credit, and their demand expunged. Pray attend to this. I have not yet sent away the Minerva or her cargo, except a small parcel, say 17 tons to Rotterdam, and as times now are, I am afraid to venture it out; things cannot remain so much longer. I long to hear from you. YOUR SITUATION IS VERY CRITICAL, and no one feels it more than I do. I rest in confidential hope, that all will end well. But years taken to finish business destroy great part of the enjoyment they may finally produce: therefore I hope you will content yourself soon and return.

I remain, constantly yours,

J. CODMAN.

No. 105.

A Letter from J. Codman to R. Codman, complaining of not hearing from R. Codman, &c.

BOSTON, June 5th, 1798.

DEAR BROTHER,—Mr. Lee and Mr. Hopkins both dined with me to day, but to my astonishment, brought not a line from you. The former tells something about coming away in a hurry, and that your letters would come by the next vessel, &c. &c. *It is really so vexatious when affairs of such importance lay open, that I have not patience to write about it, and must forbear.* I have this day a letter from Messrs. Barings, dated 6th of April. *They say they had received nothing from you; that they had drawn by your order on a House in Hamburg, who had refused acceptance, because they had no confidence in any one settled in France; and therefore urge for remittances, and look to me in consequence of getting nothing from you. What in the name of goodness has become of the 400,000 livres you wrote me, in November last, you HAD remitted them, and that you were about remitting to an equal amount.*

Mr. Lee tells me, he heard you say, you did not remit because exchange was 15 per cent against you, and that your funds were laying dead on that account. *How then can I account for your drawing on me, which you have done largely, since date of your No-*

* Whether Richard turned out as solvent or not was a question of deep pecuniary interest to John, considering the great amount of property sent out to his hands which remained unaccounted for.

*ember letter, and receiving money for your bills on me, only at par, when I am thus forced to draw on England to replace it. If all this is true, business is going very wrong, indeed and indeed; but it can't be so,—and yet without your letters, how can I explain it? While writing, your bill to Andrews & Co., dated March 25th, for \$2,000, is brought in and accepted.**

As to politics, the game is up. France treats us just as Great Britain once did,—and for the same reason, she does not forbear, i. e.—want of information. She is deceived, as G. Britain was. There is but one heart and one mind in America; some wish peace with France more than others, no doubt, but all think every thing has been done to obtain it; and being refused a hearing, which was not denied even to Lord Malmesbury, has united the country to a man, to assert their rights if they persist in the struggle,—not because they hate France, or despise them or their cause, but because she despises us, robs us, and will not hear us in our own justification, but keeps on capturing our vessels, and destroying us every way. We hope, however, justice has not entirely been banished from the breasts of the rulers of that great and powerful nation. And that she yet possesses that magnanimity, so often attributed to her, and that she will one day or other discover the falsehoods that have been told her, and send a Minister here, to heal our wounds. Injured as we are, we shall with open arms receive the messengers of peace on honorable, national terms; but Americans are too free, too republican, to be degraded; they respect other nations, let the government be what it may, and they will be decently treated in return. Such a general spirit prevails, that the hands of government are strong, and the opposition is not half so great, as what the old tories made when we opposed England; and you know how feeble that was. In short, a man opposed to government now, is not so safe as the tories were then. All America is in a flame, which however a line of justice would quench, if put into sincere operation. Why, for heaven's sake, will France drive us to desperation. Necessity has no law. We shall keep off an alliance with England, as long as we can; but it is dangerous to provoke it. If you find no disposition on the part of the French government to heal this breach, (made wider by the enemies of both countries,) *pray retire from [France,] on the best terms you can; again, I say, retire.* Yours, affectionately, J. CODMAN.

Several American men of war are already out, and more going, with orders to capture and bring in vessels capturing ours on this coast, or hovering about it for that purpose.

* It may be noted here, as explanatory of this acceptance, that the bill was drawn before the dissolution took place. It should also be noted more generally, that other bills spoken of in later letters as accepted here were drawn either before the dissolution took place, or before it could be supposed to be known in France. It was not till October or November, that John Codman received an acknowledgment from Richard Codman, under his hand, that the latter had notice of the dissolution. See Woodward's Deposition, and the letter of John Codman to Richard Codman, dated Nov. 16, 1796, No's 100 & 116.

No. 106.

Extract from J. Codman to Messrs. Barings & Co.

BOSTON, 21st June, 1798.

* * * * * Since my last, nothing has transpired from Mr. R. Codman. I hope your next will advise something satisfactory of the remittances from Hamburg, both on account of what you was to expect from Mr. Dallarde's friend there, as for the credit affixed by R. Codman. *In short, I am so in the dark respecting his affairs, that I can fully adopt your idea upon it, that it is vexatious.* I wish too, to be particularly informed of the state of J. & R. Codman's account with you, for my government. * * * * *

J. CODMAN.

No. 107.

Extract from a Letter of J. Codman to Messrs. Barings & Co.

BOSTON, 22d June, 1798.

* * * * * *I have not a line from R. Codman on this business ;* but Swan says R. Codman has agreed with Dallarde to give up the damages, on your receiving payment through Hamburg. It will be unlucky if it is so, for here I can secure promptly, principal, interest and damages,—the latter being £569 19s. sterling. * * * * *

J. CODMAN.

No. 108.

From J. Codman to R. Codman.

BOSTON, July 21st, 1798.

DEAR BROTHER,—I write this to you by Mr. Higginson, not knowing where it will meet you. I hardly know how to begin to inform you of the state of public affairs. Congress have risen ; they have not declared war, but they have annulled the treaty with France, and authorised the capture of French armed vessels cruising on our trade. One of these has already been taken, and brought in ; and all America is preparing for the dernier ressort, finding France will not hear them, but continue their captures. Where it will end, God only knows. One would think you would now, *if ever*, return to your own country, *but being without letters from you since November last,—every body I meet knows more about you, your views, your affairs, and your business, than I do.* This day three drafts of yours were presented me, one in favor of Mr. Brown, \$3,000, one Fellowes, \$3,000, and one Blake \$400 and odd. As I am without advice what these bills are for, I could not accept them, besides I have not the means,—hope to hear from you before they come to maturity.* Swan paid me £3,000 sterling, towards his bills on Murdock ; and he has been sued and given bail for the balance, since which he has gone to Europe. The Thetis, I hear, has been taken by the

* John Codman declines accepting these bills, being doubtful whether or not they were drawn for any account of the late House.

French, and retaken by the English. She was on freight from Carolina. I hope after paying salvage, she is gone on to Russia. The Minerva and cargo is here, except 17 tons coffee sent to Rotterdam; that I have not heard of. I am extremely distressed for you, and about *our* affairs.*—I refer you to Mr. Higginson for the state of things in this country, and in anxious expectation and reliance of your prudence and discretion, praying you to return, I remain yours, affectionately,
J. CODMAN.

No. 109.

From J. Codman to R. Codman.

Boston, 8th August, 1798.

MY DEAR BROTHER,—I have now to acknowledge your letter per Prince, dated 21st April; *the last I had received previous to this was your January letter*; so that from January to April you did not write me. I am glad you had received mine of 29th February,—I wish it had prevented *your drawing more upon me*. You cannot conceive the trouble I am put to by it. Business is in a great degree suspended; a war seems inevitable,—a fever has broken out, particularly at our wharf, and spreading through the town, which stagnates business altogether. I have lost one of my young men, and four others on the same wharf have fallen victims; so that I have removed my counting house to my house, and my family are at Lincoln. I would stay there too *but having received no remittances from you for all the cargoes I have sent you, and your bills continually coming upon me*, forces me into banks, and constant attention. In short, I found myself so occupied to pay existing engagements, that *I dared not accept your bills*: but I shall endeavor notwithstanding to pay them when due. Messrs. J. & F. Barings & Co., are continually writing me they received *nothing from you*, and this so late as April. How then can I account for what you write? Added to all which, and which is not the least extraordinary, I am told exchange in Paris was 27 livres the pound sterling. If so, you lose 3 livres in the pound, which is one eighth part, beside the delay, risk and trouble, and expense of the negotiation. Now whatever you may think of this, I consider it bad business. All the money you have drawn from me, I should have remitted them at 3 per cent under par, which has been about the exchange for some time past. You say it has been convenient for you to draw these bills; but you do not consider how inconvenient it is for me to pay them, or I am sure you never would trouble me; for you can have no idea of the difficulty of raising such large sums in this country, or of meeting with purchasers for bills on London; and with what face can I draw on London, when Messrs. Barings keep dunning me so for remittances? I am really afraid they will return my bills,—for it is a mystery to me, that you in October should have remitted them, and they in continuation from Octo-

* Namely, pending concerns of the late House, owing Messrs. Barings near £35,000, and the funds to pay it with being in Richard's hands.

ber to April, not only have received nothing, but add the vexation they experience for want of it.

No. 110.

From J. Codman to R. Codman.

LINCOLN, August 10th, 1798.

DEAR BROTHER,—If this should reach you, it is only to say that for particular reasons *I have not accepted your bills to Fellows and Brown, \$6,000, \$6,000, \$3,000, and \$3,000.* They are as well to remain without acceptance as with; and the latter would be inconvenient to my other arrangements at banks. *Rely on your brother's friendship; although I cannot express my surprise at this method of drawing and remitting, so disadvantageous and peculiarly inconvenient to me.* Yours, affectionately,

J. CODMAN.

No. 111.

From J. Codman to R. Codman.

LINCOLN, August 26th, 1798.

DEAR BROTHER,—Whether this will ever reach you or not I cannot say. Times have been so interesting, and have now got to such extremities, that no one can tell where it will end. I will not attempt to express my feelings *for you*, you must conceive them. I hope your conduct will not be such as your country can disapprove; there is the same spirit now as existed in opposing the British attempt to tax us in all cases. It is not the amount but the principle, all are one, and France will one day regret as Britain did, she did not understand us in time.

Messrs. Barings have undoubtedly informed you how our account stands,—*very different from your repeated advices to me.* I hope we shall get through; but *pray, for goodness sake, do not draw any more upon me.* *These last words I would repeat with energy,—but I hope it is needless.* Adieu. Always yours,

J. CODMAN.

No. 112.

Extracts from a Letter of J. Codman to Messrs. Barings of London.

BOSTON, August 26, 1798.

MESSRS. BARINGS & Co.—Gentlemen: I have received by the June packet, all your favors, 8th, 16th, and 23d May, with the account current of the late house of J. & R. Codman. *I was not less disappointed at the increasing balance than you were.* Though no one can feel more confidence in the integrity and prudence of my brother Richard Codman, *I could sincerely wish to see an end of his speculations*, if it was for no other purpose than to cause the correspondence of our respective houses to be more satisfactory. I cannot blame your prudence, even if you do not send the Thetis to Russia; for I had no idea but you had received remittances to lessen the balance greatly. * * *

I shall now appropriate what of the Minerva's cargo I have on hand to your reimbursement, which is 450,000 lbs. coffee. *

* * This will certainly pay you the balance of our account, independent of any expectations from Richard Codman, or other resources of mine, and these I shall endeavor to fix for your reimbursement; *as I know of no debt besides yours, in Europe*, and here I am very free, having ample resources for every demand.
* * *

J. CODMAN.

No. 113.

Receipt of Edward Bromfield.

Boston, 4th Oct., 1798.

Received of John Codman the consignment of 95 hogsheads of Java Coffee, shipped on board the ship Superb, George Fernald, master, bound to Hamburg, *on his account and risk*. Which coffee I promise to sell for the most it will bring, on my safe arrival in Hamburg, and remit the proceeds *for his account*, to Messrs. John & Francis Baring & Co. of London;—having signed three receipts of this tenor and date, to serve only as one.

(Signed,)

EDWARD BROMFIELD.

No. 114.

From J. Codman to R. Codman.

Boston, 12th October, 1798.

MY DEAR BROTHER,—I had written you a long letter to go by Mr. Bromfield, *more expressive* of all my feelings, particularly complaining that I have *no letter from you by Mr. Gerry*, and that *I am astonished and displeased by your continual drafts upon me. I meet them in every quarter, unexpected, and unprepared*. I refused acceptance to those of Brown and Fellowes, for I did not see how I could pay them. I suffered sixty days of painful anxiety between my wish to support *your credit*, and the duty I owed to myself. Being without any means to pay them, when they became due, I gave my note for them, which was discounted, which adds to my other engagements a heavy burthen.* No sooner had

* John Codman began to fear, from the frequency of these drafts, without any advices, that they might not be drawn for the mere purpose of liquidating the outstanding affairs of the late House. He was, however, solicitous to support his brother's credit, not only from fraternal regard, but because he looked to Richard Codman to discharge, out of the funds which had been remitted to him for that purpose, all the European debts of the late House. It will be understood, of course, that a partnership continues even after a dissolution, with all its rights and obligations, *for the purpose of liquidating its outstanding concerns*, and that the acts of the partners *for that purpose*, are binding upon each other so long as any unsettled accounts remain. But all *new engagements* must be on the separate account of the party who makes them. Richard Codman, therefore, had the right, and being on the spot, of course had the power, to liquidate the old partnership accounts in Europe, in such manner as he pleased, without consulting John Codman in America. And John Codman, when he accepts Richard Codman's drafts, or when he speaks of *our affairs, &c.*, after the dissolution, must be understood as acting and speaking with reference to the liquidation and settlement of the old dependencies. This general consideration, borne in mind throughout the later correspondence, will render particular notes on phrases of this import unnecessary hereafter.

I done this, than your bills, about \$2,500 to Homberg, appeared, —the one \$400 and odd I accepted, as it came from Providence; the other \$2,000, in the hands of Hurd & Mackay, I have not accepted, and I doubt much if I shall be able to pay it. Things have become very serious as to money matters, in this country; large sums are not to be managed, and you must remember how afflictive it is to be running to banks, especially when one is deep there already. *I must of necessity come to the unalterable determination of returning any more bills you may pass upon me. What cruel suspense I am in to conjecture why you draw upon me!* It appears to me like a candle burning out at both ends. Messrs. Barings have undoubtedly informed you how our account stands, say on the 1st June last; 50 deducting 15 and interest, leaves 32. *How then do your words tally, when in your last letter to me 21st April, you say as to our account with Messrs. Barings, we shall not be much in arrears.* You will doubtless find no difficulty to draw upon them, and state your remittances, all which to be sure are credited, *but also we are debited nearly as much for your drafts on them;* and I am vexed to see charged C. Voght's drafts, Rucker & Wortmann's drafts, and *vice versa* these drafts back again,—*see saw.* I am not used to such business, AND NOW THE PARTNERSHIP IS DISSOLVED, I THINK I CANNOT BE SADDLED WITH IT, WITHOUT MY KNOWLEDGE. You ought never to have permitted such things without giving me your reasons for it. *I believe no person so situated was ever kept so uninformed upon so many and so important matters; and if I do not stop accepting and paying your bills, I see nothing before me but ruin.* Your not writing me by so good an opportunity as Mr. Gerry, makes me more uneasy than any thing I can express, and leads me to believe what I have heard, *that you have been unfortunate, and decline imparting it to me.* Messrs. Barings write me they can go no farther for me; have declined sending the Thetis to Russia, which is a monstrous disappointment, *and add they get nothing from you, and all their dependence is on me.* How can I remit them WHEN YOU CUT OFF THE MEANS, and have been constantly doing this for years back to immense amounts, and I believe under the greatest disadvantages as to exchange! You cannot blame me if I am mistaken, and you are still doing well, *for you will not write.* Your letter of the 21st April is the only one I have received for nine months; and what do you say then, advising your drafts to Fellowes & Brown, & Prince, merely that it was convenient for you to draw these bills, *because you did not wish to sell, &c.* This is not saying what you want of the money, or what is to be done with it. *It is high time some end was put to such things, and we saw each other face to face.* Things are coming to such extremities between the two countries that decided measures must be adopted by you. *I wish you would sell on the best terms you can, and return.* If you see Mr. Bromfield, he can tell you the spirit of this people. All I can say is, it is not a predilection for the British, depend on it it is not, the whole country know they have nothing to expect from them, but what interest dictates, and they are as desirous, and will keep as clear of English influence and control, as of French

They have ardently longed for peace, and hoped impartial justice, which they have given to each of the contending nations, would have secured them, but it seems each nation have wished us to be a party with them in the war;—and France, who was secure of our disinclination to join in the war, and might have gained much by our neutrality, has driven us to the edge of being at war against her, which in effect strengthens her enemy, and which effect, produced by certain causes, cannot be laid to our charge, for peace has been unremittingly sought by us. If you could see the addresses presented to the President from all quarters of the country, thanking him for his repeated efforts to procure peace and justice, and offering their lives and fortunes in support of the government and independence of this country, you would see a renewal of the old spirit of 1775, in every particular. Congress will meet in December, before which I wish something might turn up to render our prospects more pleasing. Heaven however, I trust, will bless the just efforts of this people in support of their rights and independence. Having destroyed the letter I had first written you, I confine myself only to this, *and conclude with beseeching you to remit me, and not to draw upon me, and to wind off by disposing of YOUR PROPERTY for the most it will bring, and return to your native country as soon as possible.*

I remain unalterably yours,

J. CODMAN.

Since writing I have accepted Hurd's bill \$2,011, so that all your bills are accepted and paid. Pray don't give up to Swan the damages on his bill on Murdock. I have received part, and secured the remainder. *Pray be more particular with me, and do not draw any more; I must determine to accept no more if you draw them.*

No. 115.

*Extracts from a Letter of J. Codman to Messrs. Barings & Co.**

Boston, Nov. 16, 1798.

* * * * Since my last, I have shipped ninety-five hhds. of coffee for Hamburg, weight about 55,000 lbs. on board the Superb, Captain Fernald, consigned to Mr. Edward Bromfield, a passenger on board said ship, per his receipt enclosed. * * * I am now making another shipment to Hamburg, in *my own ship* the Minerva, who will carry the principal part if not all the coffee I have remaining. * * * If however the Minerva steps in the channel, and puts you to this trouble, you will please to mention to Captain Goodwin, not only your own opinion where it is best for her to proceed, but on what house to value himself with my property. * * * And in that case you will debit me what commission you think reasonable, which I assure you I shall cheerfully pay, and the proceeds of my property in this shipment I shall direct to you. * * *

Should this ship be so fortunate as to arrive safe, I think I may

* By this and other letters, it appears that John Codman had changed the course of his business, after the dissolution, so entirely as not to employ Richard Codman, even as his agent, in the transaction of new business.

soon expect to find as large a balance in your hands to my individual credit, as now stands there to the debit of my late establishment. I shall then hope to see an uninterrupted arrangement between us, especially as regards my Russia importations, which are of the first consequence, as a regular employ to the ships. Any remittances you may receive from Mr. R. Codman on account of the former firm, you will place to that credit, and give me regular advice of it. * * *

J. CODMAN.

No. 116.

From J. Codman to R. Codman.

Boston, Nov. 16, 1798.

MY DEAR BROTHER RICHARD,—

This letter will acknowledge receipt of yours by Mr. Woodward, who has arrived here, and I believe made a very handsome thing of the goods he purchased in France. I thank you for your letter by him; it is the only one you have wrote from April to September, and considering the importance of things between us, I think you are very remiss in this particular. In your letter you do not say what object you had in drawing those bills on me in favor of Brown, Fellowes, Andrews and Homberg, which have embarrassed me here exceedingly,—wonderful that you can thus perplex me!—Poor Hammond, with his unfortunate ship Abigail, seems destined to misfortune; he writes me from Hamburg he had been waiting a long while on great expense, for your orders, and that at last it seems you ordered him to St. Ubes, which will run us in debt, as this cursed ship has constantly done. I fear we shall lose the Bata-via freight in England, on account of his attempt to cover the property; indeed I conceive there is hardly a chance for it. I have written Messrs. Barings to compromise it on the best terms they can. Had you been in England to see about this, a part might probably have been obtained, but you seem determined to stay in France, where I fear you will finally be disappointed of all your expectations, and feel with increased sensibility the chagrin, which many do, who have lost their property unjustly. I know how sanguine you are of success, and I should think you had experience enough to be less so. I have warned you and entreated you,—I have now done, and you must abide the issue. You tell me if I want funds, which I do most seriously, to draw on London and on Hamburg, and you will take care of the bills, if I will advise you.†*

* A voyage undertaken on the partnership account before the dissolution.

† Compare this with the language used by Richard Codman in the imperfect letter from him, acknowledging notice of the dissolution, printed among the documents under that head, (No. 98,) and it will be perceived that the present letter from John Codman is an answer to it; and that the letter answered, which is here acknowledged to have been received by Mr. Woodward, is the same which that witness testifies to, as received by himself from Richard Codman, and delivered by himself personally to John Codman. When John Codman says, 'this is the only letter you have wrote from April to September,' this fixes the date of the imperfect letter to have been in September. The partnership, therefore, was now completely dissolved; for John Codman had notice, that Richard Codman knew and assented to it. John Codman, therefore, begins to speak more decidedly about refusing future drafts.

What can this mean? if you can take care of them by funds at your command, *why do you draw on me?* Bills on London are at 5 and on Hamburg 10 per cent. discount here. A pretty piece of business I should make to draw on you payable there, for the moneys you have drawn on me! You may judge.—No, I must bear the pinch here, in hopes that you will remit me. Why could you not have invested some of your funds in goods as Woodward did? I hear that Mr. Deblois is expected, and that you have had some concerns with him. I hope you may have sent something by him. As to drawing on London, you know Messrs. Barings have refused sending the Thetis to Russia, and of course they will go no farther; and could it be expected? for on beholding their account current, I behold nearly as many charges for your bills as credits for your remittances. The former your not having advised me of produced *an unexpected balance that well nigh overwhelmed me*. I rejoice however to see that you say you have sufficient with you to pay them and more. Do but apply it while you may. Times are peculiar, and you are more peculiarly situated than you yourself imagine; the wheel of fortune is going round, and the next turn may produce better, but as likely and perhaps more so, *a total loss*. I have labored hard here to stand your drafts added to my other engagements, and keep the cargo of coffee without selling it here, so as to benefit by the European market for it. I am now loading the Minerva, and she will sail for some port in Europe in a few weeks. *I am determined to remit Messrs. Barings a mass to extinguish their accumulating demands*; but pray don't let this lessen your exertions; for here I shall be crowded more than I ever was, which you cannot but conceive, and will therefore exert yourself to send me some cargoes, or other remittances to help me here. It is here I want help. Had I not been so *drained of funds*, I could have done some good business here; but I have been so crowded with your drafts, without receiving any assets to pay them with, and no right to draw on London even if exchange had been at par, that I have felt slim; especially being disappointed in my Russia cargo, refused a credit on Russia, and my ship sent away with a poor little trifling freight back to Charleston, after costing £500 salvage in consequence of French capture. I have been sadly cheated too by the man I let the Commerce to, he owing me all the hire of the ship for a year, and something beside. I had the ship to redeem from the demands of his sailors, which cost me £1,000 sterling more. She is however arrived at Philadelphia with a freight from Liverpool; but if industry and attention can make up for these things, I shall unceasingly pay it. I have lately too been unfortunate in a law suit commenced against me by Lucina and Crawford of London, respecting some business I transacted thirteen years ago for a Lisbon house; it took a strange turn against me, contrary to every idea I have of its justice; and owing as I conceive to the art and management of those people, this job has cost me £950 sterling. I have no doubt, if truth could come out, as it did in Terry's affair, it would be equally reprehensible. *Had I ever been to sea, or was it not for the cares that*

encumber me, I would embark and see Messrs. Barings myself. I have reason to think something might be done by compromise at Liverpool, with the privateer owners that took the Abigail; but nothing to be expected from pursuit. Captain N. Goodwin commands the Minerva; he shall write you on his arrival. I shall insure here to the port of discharge in Europe at 120 per cent.; shall have on board some freight and about 150 tons of coffee, some sugars and ashes on my own account, all which must go to Barings. As to politics, this country has and will take an independent stand, go armed against every invader, keep in readiness a watchful eye to repel attacks upon it, either open or secret, and never lose sight of peace when I can be had on honorable national terms. Our government will not, I think, send again to obtain it.

J. CODMAN.

No. 117.

Extracts from a Letter of J. Codman to Messrs. Barings & Co.

BOSTON, Dec. 12th, 1798.

* * * * * This goes by Captain Nathaniel Goodwin of *my ship* Minerva, which I have loaded for Hamburg. At New York, *I have effected* \$30,000 insurance. * * * Captain Goodwin has my instructions to consult you with regard to his destination. * * * You will however consider that *all my remittances* since 1st May last, *are on my own private account*, and credit them accordingly; and I cannot but hope, from *my brother's* account of *his* prospects, *he* will be able to pay you *the balance due from my late establishment*. Any remittances therefore you may receive from *him*, you will apply to this object, and give me the earliest information thereof. As you may well suppose, from the exertions I have made to relieve you from your heavy advances, such advice would be very acceptable. I have lately received from Charleston, South Carolina, a letter from Capt. Crocker of the Thetis, informing that he had taken a freight again to Loudon; so that soon after this reaches you, he may pay you another visit. I wish both these ships, the Minerva and Thetis, to proceed with the first open waters to Russia, and load *for my account*, with as much iron and hemp, as they can bring with the following manufactures. * * * I therefore request you to order these cargoes.*

J. CODMAN.

No. 118.

Extract from a letter of J. Codman to Capt. Nathaniel Goodwin.

BOSTON, Dec. 12, 1798.

CAPT. NATHANIEL GOODWIN.

SIR,—You being master of *my ship* the Minerva, now loaded and ready for sea, and cleared out for Hamburg, *my orders are*, that you proceed to sea with the first fair wind, and shape your course for Hamburg; but as the season is late, I would have you

* This was such business as Richard Codman did while the house of J. & R. Codman continued; and such as he might still have been employed to do as the agent of John Codman, if John's confidence in him had not been shaken:

put into the first port in England you can reach for advice. On your arrival there, forward your letters to London, and when the ship is secure go there yourself, and *consult with my friends, Messrs. J. & Francis Baring & Co.*, respecting the best and safest market to be found in Europe, for the sale of your cargo. * * *

J. CODMAN.

No. 119.

Extract from a Letter of J. Codman to Capt. Elisha Crocker.

Boston, Dec. 12, 1798.

* * * I hope Mr. Touro, or Mr. Hazelhurst, will have advanced the money on commission, until I can send it on to them, or that you will have found some way to avoid so great a loss as you lead me to expect. This and the expense of £40 sterling, Messrs. Barings put me to for premium, &c. on bottomry, are but part of the damages sustained by their not sending you to Russia. *My brother, on the other side of the channel, had not made them those remittances I had expected*, or I should not have been so mortified as this circumstance has occasioned me. I have not to blame Messrs. Barings, although I had reason to think they had more confidence in me, and allowed for circumstances, *for certainly my brother's engagements to them, unknown to me, has caused them to be in advance for us*. I have since laid siege to this demand of theirs myself; and if the bearer, Captain Goodwin, in the Minerva, arrives safe, it will raise funds in their hands, independent of any thing which may be done to the same effect by my brother, that will give a new face to my operations. In consequence, I have ordered both ships to Russia. The Minerva for this place, and the Thetis for New York. You will therefore hear from Messrs. Barings on this subject. * * *

J. CODMAN.

No. 120.

Extracts from a Letter of John Codman to Alexander Baring.

Boston, Dec. 16th, 1798.

TO A. BARING.

MY DEAR SIR: I cannot better answer your very kind and friendly letter of the 25th ultimo, than to hand you copies of my late correspondence with our London friends. I received, last evening, from them a letter of 20th September, enclosing copy of one I believe your father wrote to my brother on the 24th August, expressed in terms perfectly applicable to his situation, and calculated to call forth his exertions, and to warn him of his danger. He says, "this is the third war I have seen, in the course of which I have seen hundreds of *Agioteurs** fall; some of whom possessed commercial and financial talents of the first description; but I do not know one that has finally succeeded." What does your good father mean by *agiotage*? Is it allusive to his purchase of

* Speculators in Stocks.

inscriptions, or is he engaged in some new line that I never heard of?*

You have undoubtedly had letters via Liverpool in September, in which the anxiety of the House will appear as strong to you as they have expressed it to me. It but renews the anxiety I have long felt on account of the *inexplicable conduct of my brother; and I had well nigh leaped on board the Minerva, to see him myself; but I think to stop till the Spring, and in the mean time, prepare for the attempt.* * * * * *My brother's drafts here, and on England, have indeed cramped and crippled my concerns very much; otherwise I should have sent the Minerva to Batavia again, but I am fortunate that my means and credit have been sufficient to meet all my engagements, without parting with a bag of my coffee importation.* * *

In this country, my debts and credits are not extensive, or widely different; \$50,000 will cover the former; and I think I can manage the full payment of them by debts due me and remnants of property remaining here. *My real estate produces me, (besides what I improve) £1,500 sterling a year; which is comfortable; so that although MY BROTHER'S AFFAIRS are perplexing and interesting, I stand on ground so firm, that I am determined not to give way to the pressure of the moment; add to which, my credit is without a check, and your friendship, if I never call it into exercise, will always be remembered with satisfaction.* *

* * I am, thank —, free of all *land speculations, or American Agiotage; having been long aware of my brother's situation, and liability to involve himself, have kept myself as clear as possible to support him.* * * *

J. CODMAN.

NO. 121.

The Letter from Messrs. John and Francis Baring & Co., of London, to Mr. John Codman, which is referred to in the letter foregoing.

[PRIVATE.]

LONDON, 20th Sept. 1798.

John Codman, Esq. Boston.

SIR,—It is with great regret we find ourselves at last under the necessity of troubling you about the conduct of your brother, as much for your sake as for our own. But as our repeated attempts to induce him to adopt a proper mode of conduct have failed, and that neither letters on our part, nor the representations of a friend on the spot, have produced any substantial effect, we are compelled to urge you to take measures to reduce the enormous balance now due to us, and which, from the length of time, as well as the magnitude, is become insupportable. We do not complain of inattention on the part of your brother to our remonstrances; both his letters to us and his conversation with our friend mark his sensibility of the unparalleled exertions we have made for the service of your house, but they go no farther; we receive no remittances, and what is worse, he continues plunged

* That is French Government Stocks.

in that abominable system of *agiotage*,* which has ruined Mr. Parker and many others, and which must infallibly prove his own destruction if he perseveres.

For some months we have endeavoured, by various means, to induce him to make remittances, and to furnish us with particulars of his actual situation, and future prospects; but one of our friends who has been occupied in the business is just returned from the continent without success, and we received from him a letter in August, which was altogether so superficial, that we wrote to him a letter of which you will please to receive a copy inclosed, and which we are persuaded will produce an answer.

In due time we shall furnish you with further particulars, trusting that you will take the necessary measures on your side to comply with our request. We remain, with great regard,

Sir, your most obedient humble servants,

(Signed,)

JOHN & FRANCIS BARING & CO.

No. 122.

The copy of a letter from one of the Messrs. Barings of London to R. Codman, at Paris, enclosed in the letter to J. Codman, from the Messrs. Barings, which stands next above.

LONDON, 24th August, 1798.

Every endeavor has been used, the utmost patience has been exercised, to induce you to perform what you ought to have been eager and forward to have anticipated, without any solicitation from us, but without success. I leave it to yourself to reconcile such conduct to your own mind; it is totally unmerited on our part, and it is in direct violation of your promises and of our expectation. The sum due from you, in which your old house is implicated, is so enormous as to require every sacrifice on your part to reduce, and even to liquidate; instead of which you retain funds which belong to us, for the miserable and destructive purpose of *agiotage*,* to which you must inevitably become the dupe and victim. This is the third war I have seen, in the course of which I have seen hundreds of *agioteurs* fall, some of whom possessed commercial and financial talents of the first description, but I do not know one that has *finally* succeeded. I have a faint hope this warning may open your eyes; and my hope is about equal that you may be driven from the place of your present abode by the war, and thereby saved; but I have now waited so long that I shall wait no longer; and I shall without delay apply to your brother for the reimbursement which I have so long been entitled to expect. My friend, who will deliver this to you, is not acquainted with the contents, but will forward any thing you may have to write in return.

* Speculation in Stocks.

No. 123.

A Letter from J. Codman to Caspar Voght.

BOSTON, JAN. 20, 1799.

CASPAR VOGHT, HAMBURG.

SIR,—I pray you to forward the enclosed under cover as directed. *My brother has doubtless informed you of the dissolution of our copartnership since 1st May last. I request you to take note of the same, and to forward me copies of all your transactions with the late house of John & Richard Codman, as also of present dependencies, if any, as some charges appear against you in their books for your drafts on London, which require elucidation.* *

* * An abstract of *all your accounts with the late house* is extremely desirable.

JOHN CODMAN.

No. 124.

Extract from a Letter of J. Codman to Messrs. Rucker & Wortmann.

BOSTON, Jan. 20th, 1799.

MESSRS. RUCKER & WORTMANN.

GENTLEMEN,—*My brother has doubtless informed you of the dissolution of our copartnership on the 1st of May last; which you will please to notice.* * * * I will be much obliged to you to forward me abstracts of *all the accounts* you have had with the *late house* of John & Richard Codman, as some charges stand against you in their books for your drafts on London, which *want explanation.*

Yours,

J. CODMAN.

No. 125.

A Letter from J. Codman to R. Codman.

BOSTON, 20th Feb., 1799.

MY DEAR BROTHER,—I have already written you a long letter to go by Mr. Tudor. This evening Captain Deblois called upon me, and has given me many particulars respecting you, but none of any solidity. He came in a vessel, Joseph Woodward loaded with wines, brandies, &c. (a valuable cargo) as far as West Indies; from thence he came here in another vessel. How is it that Joseph Woodward can, and has managed so large a property? He scarcely carried little or nothing out with him; his English prize goods must have done very well here, and so will these per Deblois.

Pray, my dear Richard, *sell what you have in France at once.* Suppose you get but half, or even a quarter of what you expect,—that in use here will soon produce as much as if you realize what you expect in France, which expectation too, is precarious and attended with delay,—*remember that by keeping my funds, you throw me out of business here entirely;* for I am determined to do no more business on credit, i. e. I will be out of debt, and for this purpose I have come to a finish, and am moving out of town, bidding adieu to Boston, as an inhabitant, at least for the present year.

The vessel I was about buying from Chapman, Willing and Francis bought, and she is now about sailing for Canton. She is 640 tons, and carries 20 guns, this ship will make more in one voyage, than you have made in France, absent from your connections, these six years past; pray then *sell what you have, be it what it will, for the most it will now bring, and get the funds here.*

You will see by an account current Tudor will show you, that I have kept up an account with you as with a stranger to our late firm, and this is the only way our books can be kept regular. *You should have always kept at this plan, and furnished regular sales and items, and furnished your accounts against the house as a stranger would. You will observe I have received no account sales of the several cargoes landed at Havre, nor of the remnant of goods left at Dunkirk by the Catharine, Coffyn, nor of coffee at Bordeaux, by Minerva, Clement.* These several shipments cost here, about \$165,000; and as they all sold to great advantage, they no doubt neated \$250,000, which, taken for granted, will leave a balance in your hands of \$117,000! This is only a calculation, which if you will take the trouble to run over you will see into. I suspect, when you get this you will know pretty near *how you and myself stand.* You will know,—if my shipments per Minerva, Superb, and Mahala, Windsor, arrived safe, and if so, *how Barings' account will stand;* you will know too, respecting the £16,000 you promised; *and if that is remitted,* and if these shipments go safe, I shall receive from them enough to pay up all here, *to replace the bank shares,** and thus be put in the situation, *or thereabout, where we set out eight years ago.†* Then if *any thing remains with you it will be clear.* I long to hear from you. Since you saw the President's last speech, I am afraid you will so build on expectation of peace, that you will delay putting my wish in execution, which is *to sell and retire directly.* At any rate, as I acknowledge your prudence and good judgment and shall never repine, or reproach you, should the worst happen to you,—(for I know your goodness,)—I say, at any rate, if you do not think proper to comply with my wish in whole, do it in part, and send me particular word by Tudor, *of all your property and prospects,* and of what you fixedly determine upon, unalterably; and be entreated, be persuaded to come home yourself soon. I value not the sacrifice; I DID NOT SEND MY CARGOES TO FRANCE, TO INVEST THEM THERE; in short, I should be willing to make any exertion to wind up your *French concerns;* not that I think the danger of a rupture between the two countries greater than I

* That is, Shares in the United States Bank, the private property of John Codman, and by him loaned to the house of John and Richard Codman. See the early part of the Correspondence.

† By inspection of the Accounts of John and Richard Codman as finally settled, it will be seen that this turned out to be the fact, and that all John Codman's share of the profits was absorbed in the debt which Richard Codman owed him in consequence of a misappropriation of the joint funds in private speculations. This debt, exceeding \$50,000, was never paid to John Codman or to his estate. Consequently all the property which John Codman left at his decease, was acquired by himself in his separate business before and after, but mostly before, the term of the copartnership.

have thought it. I am in hopes, when the President's speech is seen, it will be appreciated as it deserves. He speaks the language of his country; and he is a true friend to its independence. There is no danger of our falling into the British arms. We shall soon be in a situation to command respect from nations (more than one or two) that have within our remembrance taken advantage of our weakness; at the same time I doubt not the love of peace will be so predominant in this country, as always to show itself by respecting the rights of others, while we claim justice for ourselves. But I forbear politics. In this country then, growing in respect, and flourishing, even while crippled by its old acquaintances, let you and I reside. I know you wish it; but you must possess magnanimity enough to make some sacrifice to accomplish it; I am sure you will not regret it hereafter. All your friends unite in best regards. Our sisters are still with me. Brother Stephen and family are just where you left them. I shall expect you to join us on thanksgiving day next, say 10th November: if I am disappointed, and am then alive, I will drink a bumper to your health. Adieu, my dear brother,

J. CODMAN.

Consider what an immense undertaking it is, *for you to sell off your estates and to close your accounts, &c. in France, and to wind up to come away.* I am aware of it; but remember it is growing worse and worse, by every day's delay. It is not like selling a bale of goods, or a cargo of tobacco; but it must be undertaken, if you do not mean to make France your home. After all that I have said, you will consider seriously and judge. I have mentioned some things to Tudor, to communicate to you in confidence. 1st, my idea of *your situation*. 2nd, relative to *our company concerns*,* which he will explain to you.

I have not lately had John and Thomas Amory's account from London; it is a key to explain perhaps some of the charges in Barings' account. Their (Amory's) account pretty nearly balanced on our books; but James Prince tells me of many bills he bought of you on them, that *I do not know what to make of*——, *but if you have paid them, and paid every body else, and will remit the £16,000 to Barings, I shall be able to know how I stand*, which you know was always a desirable thing to me, and must be to you. Let me entreat you on your part to realize their expectations, so that if events, by and by, turn out unfavorable, which I apprehend, and that *you will risk it*, do it with what remains, and have every thing squared, and settled, and every body paid. I am determined to acquit this object here, before I engage in any new thing whatever.†

* The unsettled concerns of our late house.—Here is a marked distinction;—the writer speaks to Richard Codman; 1. of "*your situation*,"—regarding his separate engagements and property; 2. of "*our Company concerns*," regarding the unsettled business of the House.

† Nothing can be more explicit than the language of this whole letter to show the clear line of demarcation, between the partnership business of John and Richard Codman, which, while that partnership lasted, was confined in Europe to operations connected with maritime commerce exclusively, and the

No. 126.

From John Codman to Messrs. Willink.

BOSTON, 6th June, 1799.

To Messrs. W. & J. Willink.

Since writing, have received your favor of March 11th, with copy of the policy of Gov. Bowdoin, which will get translated here: *the abstract of the Abigail's account will be acceptable* when convenient; and pray you to support our claim on both agents for the deficiency we may lose on her freight. J. CODMAN.

No. 127.

Extract from a Letter of J. Codman to Caspar Voght.

BOSTON, June 11th, 1799.

Caspar Voght, Esq.

SIR,—Being still deprived of any of your acceptable favors, I *beg leave to refer you to my several letters, advising the dissolution of my copartnership with my brother,* and requesting from you copies of all the accounts current, between your house, and that of J. & R. Codman,—from the beginning, up to the time of your making up such accounts for my government; because in the account current I have received from London, both from Messrs. Barings and Messrs. Amory, I find frequent debits and credits for sums paid and received from you, which knowing nothing about, I am obliged to raise an account for you in our books, and this account wants liquidation. * * * *

Respectfully, yours,

J. CODMAN.

No. 128.

Extract from a Letter of J. Codman to Messrs. Barings.

BOSTON, 15th June, 1799.

* * * * * Since writing, have received yours of 8th April. With regard to the £15,000, I notice your observation, that £10,000 you only propose to credit J. & R. Codman at present, and leave the remainder *till R. Codman explains it.* As it is a thing I know nothing about, I can make no observations about it, except that, on consideration, you will allow interest upon the annual interest, to extinguish the sum of £10,000. I am confident, however, whatever may be the circumstances, you will have it rectified. I am sorry any detention is demanded on account of the £5,000, as this is *new and unexpected* to me. Your humble servant, J. CODMAN.

separate business of Richard Codman in France on his own account, which consisted in hazardous and speculative dealings in real estate and inscriptions to immense amounts, in the midst of the fluctuations of the French Revolution. And this letter, it will be also noted, was written long before John Codman was aware of the transactions between Richard Codman and Vans, on which his claim is founded, and which transactions were not begun until long after notice of the dissolution. See No. 130.

No. 129.

Extracts from a Letter of J. Codman to Messrs. Barings & Co.

BOSTON, 21st June, 1799.

* * * * I am now sending her [the Abigail] to James River, Virginia, to load tobacco for Bremen, consigned to Fred-eric Delius, where on arrival the ship is to be left with him as well as the cargo; having sold said vessel to his brother at this place, Everhard Delius, deliverable at Bremen, so that she goes out for my risk and for my account; and the object of getting rid of this unfortunate ship is my inducement to undertake the voyage. I have sold her for £2,250 sterling in bills on London, at 3, 6 and 9 months. The cargo will cost about £9,000 sterling, which I shall order into your hands. * * * The affair of the 5,000 pounds, which you do not yet pass to the credit of J. & R. Codman, is inexplicable to me; and yet, like many other things that depend on the return of R. Codman (an event to be wished most anxiously,) must remain suspended. Having now disposed of all my navigation but the Minerva and Thetis, which I expect from Russia, shall be circumscribing my business as much and as fast as possible, and am therefore very desirous to see in effect those remittances from France, which I have been encouraged to expect. I am sorry my brother should write so confidently, as he did to you respecting the 16,000 pounds, and accomplish so little of it. The consequence is, no one can put dependence on anything beforehand, which is a prodigious interruption to commercial arrangements, and checks me in the pursuit of business, which I could otherwise do to advantage. * * *

Your most obedient servant,

J. CODMAN.

No. 130.

Letter from John Codman to Richard Codman, in France, written immediately after an interview with WILLIAM VANS in Boston, conveying to J. Codman the FIRST INFORMATION of the business transactions between R. Codman and said Vans, on which the latter founds his pretended claim.

BOSTON, July 24, 1799.

MY DEAR BROTHER: Yesterday a gentleman, (say James Prince) very secretly informed me Mr. Vans was in town, and that he had some important business to communicate to me from you; which I would learn by calling on him, at a certain place to which he had retired in town, to avoid such creditors, or their agents, as might cause him trouble. I instantly went, in hopes either of a letter from you, or some remittances from you, or at least some information, consoling to me in the anxious state of mind I have been in concerning you and your affairs. To my astonishment, through the locks and retreats by which I was admitted, I found Mr. Vans possessed of letters of unbounded confidence and guarantee from you for four thousand pounds sterling; with a letter to me, desiring me to furnish him the money on his bills. I could

not easily veil my mortification; and, seeing the risk *you* run, to trust a man of his embarrassments with such papers, I was astonished, and freely told Mr. V. my concern, lest, being arrested by his creditors, which was to be expected, he might be tempted to draw, to extricate himself, and make use of *your guarantee*.—Although I have every reason to think Mr. V.* would scorn an unworthy act or improper use of those papers, yet necessity has no restraints, and the facility with which we reconcile ourselves to such things, was not out of my mind; particularly as already he asserted you *owed him* £2,000 sterling for *inscriptions lent*, and mortgages, and other securities of his, sufficient to cover all this credit, even if *he should* make use of it. Alarmed at this appearance, I requested he would give me up the papers; which he did on my promising to negotiate his bill on Voght *for your account*, for £100 sterling to pay his expenses, if he had occasion; and I think *you* are very fortunate that these papers are now in my hands. I have no doubt a cargo of tobacco[†] would answer, (notwithstanding bills on Voght would not bring over 15 per cent. under par,) provided you could get it into France; but times are too precarious. I am loading the Abigail in Virginia, for Bremen, with tobacco on *my own account*, from James river. I have sold her after she arrives there; for £2,250 sterling, and ordered the proceeds of her and her cargo remitted to Barings. This will finish her. The Commerce has been sold a long time. I have now only the Minerva and Thetis, which I expect from Russia, and intend to sell one or both of them; *for I cannot do any more business while you keep the funds in France*. The bills you drew on me last year, to Prince and others, have distressed me beyond measure, as I owe for them now, and heavy sums besides at the different banks. Indeed I have been distressed for funds *ever since you went from here*, in hopes from time to time *to be relieved by you, instead of which you have filled me with new demands and drafts*; and by what I can learn from Messrs. Barings, to whom you promised £16,000 a long time ago, they get nothing of it, and, on the contrary, that you have already taken up \$12,000 of Cremer out of my shipment per Tudor, which I had promised them without deduction. How is it possible I can go on so?—No, I cannot. *I will sell all I have, and pay what I owe, and quit business and town altogether, until these inexplicable things are unriddled*. I am daily expecting to see Tudor. He must tell me some particulars: I beg for Heaven's sake, that you would *send me your account* with brother Stephen, that I may settle with him for £1,500 sterling Barings charge us, and for £2,900 and odd somebody paid Fletcher's bills with—our money. How many times I have asked this, and you promised me under your own hand writing that you would send it, and never noticed it afterwards? I have sent to Hamburg, and got Voght's, and Rucker & Wortmann's accounts, *but they are in a great measure inexpli-*

* See John Codman's letters written after his visit to France in 1800, for the opinion which he formed of Mr. Vane's character upon further acquaintance.

† This was the subject of the joint speculation entered into by Richard Codman and Vane.

cable to me, and will remain so until you come home. I hope it will not be long before a general peace will tranquillize the world, for I see it will be next to impossible for you to return until then.—Indeed I think, *since you have staid so long, and have got so much dependent on the event,* it will be as well for you to stay, at least until some favorable opportunity occurs to enable you to sell. All I ask is,—and that I must dwell upon,—that you would not engage in any new business whatever, by no manner of means; but be selling, and collecting, and winding off, *and of course remitting to Barings.* It was therefore with extreme regret that I saw you engaging in a new speculation with Vans. You will never return, if you do not stop. And if you engage with him, you will with others, and so on *ad infinitum.* I could do more business here, but I will not, and be in debt. I will not owe. I have owed so long, and been so distressed, and paid so much interest money, that *I am fixed and determined to pay what I owe, if it takes all I have,* if I sell the house over my head, and live upon the farm; and if you will assist me, well;* if not, you must do as you please; for I will see no company, and spend as little as I can help, until I can accomplish this desirable end. We have gone too much into credit. You will be astonished, when you come home, to see the interest money we have paid; but if we are prudent, we shall yet do well, and, notwithstanding all I have said, I don't doubt your prudence and consideration in general.—Your personal aid I wish, when it can be had;† this is natural; for no calculation can reach the mischiefs we have experienced by being so long separated. Adieu.

John, who is at college, and Charles, who is preparing for it, stand near me, and desire their love to their uncle Richard, of whom they have so often heard, and so well remember, that they anticipate the joy of some time seeing you again. Again, adieu.

I believe I have mentioned to you that I commenced an amicable suit with Swan for the balance due me on his bill on Muddock protested, he gave Higginson as bail, of whom I shall finally recover. This balance is now at \$1,500, and so much better is it for me to receive this money here than in Europe, that I can buy bills on London with it at $12\frac{1}{2}$ per cent. under par. Higginson's counsel has put it off in court from time to time, by asserting by his direction, that Swan has made an arrangement with you, or paid you, and thus got it continued. What I wish is,—and Rufus Amory recommends it,—your attestation before a magistrate, that no payment whatever has been made you by Swan, or any one else, on said bill. Be so kind to me, as to send me this document without delay. I will write to Frederick Delius of Bremen, to whom the Abigail goes consigned, and tell him that nothing must interrupt the proceeds of vessel and cargo going to Barings; yet as this vessel will immediately become Bremen property, she might perhaps be employed by *him*, as he buys her, in conveying tobacco to France; when if *you* wish to pur-

* In paying off the debts of the late House.

† In closing the concerns of our late House, and adjusting our mutual accounts.

chase any of the cargo, and *can pay him for it* to his satisfaction, so that the remittance may still go on to Barings, I have no objection;* but I rather wish you to decline all business whatever, and in no event to interrupt the funds' appropriate destination.

J. CODMAN.

Correspondence between William Vans and John Codman at Boston, and sundry documents connected therewith.

No. 131.

Letter from Wm. Vans, at Boston, to John Codman, at Boston.
To John Codman, Esq.

DEAR SIR: Permit me to remind you of the promise you made me on Sunday, when I gave you the letter of credit I had on you from your brother Richard, as well as those on South Carolina, Virginia, Philadelphia, and New York, with the letter of guarantee. A receipt for these papers, particularly described, is necessary to enable me to receive back the property I have made over to your brother, as guarantee for the moneys you should advance me. You will please also state to me in a letter your reasons for making the request of those papers, and the condition I gave them to you. This will satisfy your brother that it is no fault of mine, that the business was not done, for which I came to America.

Mr. James Prince will deliver you this letter, and receive the papers, as stated above. The hundred pounds sterling I will draw on you for, in case I should want it, which you will please pay, agreeable to your promise. I am, with esteem,

July 23, 1799.

WM. VANS.

No. 132.

Letter from John Codman, at Boston, to Wm. Vans, at Boston.

Boston, July 24, 1799.

Mr. William Vans,

DEAR SIR: I have received from your hands my brother Richard's letter to me, and also his two letters to you, one of which is a letter of guarantee to yourself, also his letters to Wm. Codman, Jas. Anthony & Son, Hooe & Harrison, and Robert Hazelhurst & Co., concerning a purchase of tobacco, and your drawing upon Hamburg for its cost, which speculation I have advised you to desist from; and AS TO THE CREDIT UPON ME, I HAVE ALSO TOTALLY DECLINED UNDERTAKING THIS BUSINESS.† His letters are dated 15th January, 1799.

Sir, your humble servant,

J. CODMAN.

* Can any thing be more inconsistent than this, with the supposition of a continuing partnership. John Codman says I have sent a cargo of tobacco to Bremen on my own account;—if my consignee there chooses to send it to France, and your (since you seem desirous of speculating in tobacco) have a mind to buy it, I have no objection, provided you can pay for it to my consignee, so that he may remit the funds according to my orders.

† If Richard Codman had been a copartner with John Codman at the time he wrote the letter, John Codman *could not* have refused the credit.

In consequence of my brother's letter of guarantee in your favor, I have agreed to endorse your bill for £100 sterling, on Caspar Voght of Hamburg, for account of Richard Codman, payable in London, or to give you the money for the same, at the current exchange. But as times are, and my brother situated where he is, I think it would be the extreme of imprudence to engage in any thing of magnitude on his or your account.

Yours, J. CODMAN.

No. 133.

BILL OF EXCHANGE.

Boston, Mass. August 29th, 1799.

Exchange for £100 Sterling.

At thirty days' sight of this First of Exchange, Second of the same tenor and date not paid, pay to JOHN CODMAN, Esq., or order, one hundred pounds sterling. Value received, and charge the same, with or without further advice, to account of RICHARD CODMAN.*

Your humble servant, WM. VANS.
To Caspar Voght, Esq., Merchant, Hamburg. (*Payable in London.*)

INDORSEMENTS ON THE SAME.

Value received, pay the within to Nath'l Balch & Co., or order.
JOHN CODMAN.

Pay the contents to Messrs. R. Borradaile & Co., or order, value in account.
NATH'L BALCH & CO.

Messrs. John & Francis Baring & Co. of London, are requested, in case of need, to honor this bill for my account, and to forward one of the bills, with protest, to Mr. Richard Codman.

JOHN CODMAN.

No. 134.

Protest of said Bill.

On this day, the twenty-seventh of February, one thousand eight hundred, before me, Robert Robson, of London, Notary Public by royal authority, duly admitted and sworn, appeared Messrs. William and Richardson Borradaile & Co., merchants in this city of London, who, producing unto me the original Bill of Exchange, drawn upon Caspar Voght, Esq. merchant, Hamburg, payable in London, whereof a true copy is here above written, required me, notary, to protest the said Bill of Exchange, for want of payment, the time therein limited being elapsed since the same appears to have been *protested in Hamburg, for want of acceptance*, by the Notary, Heyn Wulborn, for Marthere is no particular place assigned in London for payment of the said Bill of Exchange, and the said Messrs. William and Richardson Borradaile & Co. having declared that they have not received any remittance or effects for the acquittance thereof: Therefore, I the said No-

* A bill drawn by Mr. Vans payable to John Codman, and chargeable to Richard Codman!—Did not Mr. Vans know that the copartnership had been dissolved when he drew such a bill?

tary, at the request aforesaid, *have protested, and by these presents do solemnly protest*, as well against the drawer of the said Bill of Exchange, as against all others whom it may concern, for exchange, re-exchange and all costs, charges, damages and interests suffered and to be suffered *for want of payment* of the said Bill of Exchange: Done and protested in London, in presence of John Withers and William Shackley, witnesses.

And afterwards before me, the said Notary, Messrs. John & Francis Baring & Co., in Devonshire square, without this said city, declared that they will pay the said Bill of Exchange under protest, *for honor and account of John Codman, Esq.* first endorser thereof, holding him, the said endorser, the drawer, and all others whom it may concern, always obliged unto them, these declarants, for their reimbursements in due form: Done and passed as aforesaid. Quod attestor,

10s. 6d.

R. ROBSON, *Notary Public.*

Received of Messrs. John & Francis Baring & Co. the sum of one hundred pounds sterling, amount of the said Bill of Exchange, and fifteen shillings sixpence, charges of protest, &c.

£100 15s. 6d.

W. & R. BORRADAILE & CO.

London, 27th Feb. 1800.

No. 135.

The Account of Messrs. Barings relative to said Bill.

Account of return with protest, for non-acceptance, on payment of a Bill of Exchange, drawn by Wm. Vans, at Boston, the 29th August last, at 30 days sight, to the order of John Codman, Esq. on Caspar Voght, Esq. at Hamburg, and which we paid the 27th ult. for honor and account of the said John Codman, Esq. of Boston.

For the Principal, due 27th Feb. 1800,	-	-	£100	00	0	
Protest for non-acceptance, non-payment, account						
for honor and duplicate Protest,	-	-	-	1	06	0
Postage of letters,	-	-	-	-	15	0
Commission at $\frac{1}{2}$ per cent.,	-	-	-	-	10	0

To the debit of John Codman, Esq. £102 11 0

Errors Excepted,

(Signed,) JOHN & FRANCIS BARING & CO.

London, 5th March, 1800.

SUNDRY ORIGINAL LETTERS

From WM. VANS, Paris, to R. CODMAN, Paris. Serving to show the nature of the intercourse between them, before the transaction on which WM. VANS founds his claim.

No. 136.

From Wm. Vans to Richard Codman.

DEAR SIR,—Will you deliver the bearer the Champagne wine

you promised to send me until you procured the quality I asked of you. With esteem, yours, &c. W. VANS.

Remember you dine with me to day.
12 Germinal, 5 yr. [1st April, 1797.]

No. 137.

From Wm. Vans to R. Codman.

16th April, 1797.

DEAR SIR,—Will you be so good as to lend me your saddle, to go to Ablong to day, as mine is not yet mended. If you are not engaged, will you go with me there and dine to day, as Mrs. Vans and myself will be alone. With esteem, W. VANS.

Sunday, 9 o'clock.

No. 138.

From Wm. Vans to R. Codman.

PARIS, 4th May, 1797.

DEAR SIR,—As I am going out to Ablong, I will thank you to send me your final proposal this evening, respecting the house at Ablong. I must observe to you, that I sell it on the following conditions, for to remain at Ablong, with my family until the fall, and to receive all the fruit and vegetables it may produce this year.

To deliver you the furniture in the saloon, dining room, and anti-chamber, in the same order and condition I bought it. The hot house, to be in glass, as I bought it,—ten rooms furnished with beds, bedding, and furniture the same as I bought it.

One jack-ass.

The cow, and poultry I have bought since I have been there, as well as most of the kitchen furniture, and whatever else we have put there, I shall take away. I therefore guarantee nothing more than mentioned above. I am, with respect, yours sincerely,

W. VANS.

No. 139.

From Wm. Vans to Richard Codman.

4th May, 1797.

MY DEAR SIR: I thank you for declining my offer, as I am pretty sure inscriptions will be at 20 within five days. Of course I must decline your present offer. With sincere esteem,

WM. VANS.

Will you and Mr. Lee do me the honor and pleasure to go to Ablong and dine with me tomorrow? If you will, let me know Saturday.

WM. VANS.

No. 140.

From Wm. Vans to R. Codman.

May, 1797.

DEAR SIR,—I am this moment going to Ablong, which place I am desirous to sell. Mr. Cutting has been on it, and Mr. Russell knows it well. *I wish you to make me an offer for it, payable in in-*

scriptions. As I know you so well, I wish you to give me a line to my house at Rue Universite, as soon as you can, with your final determination, as I know one word from you finishes a bargain.

Along is patrimonial, and clear, and every thing in good condition and order. Sincerely yours, W. VANS.

Saturday, 2 o'clock.

I called on you, but you was out of town.

No. 141.

From Wm. Vans to R. Codman.

DEAR SIR,—I enclose you a draft on Bromfield and Houghton, for 3,200, which you was so good as to lend me, for which accept my sincere thanks. With esteem, W. VANS.

Paris, 8 Mess. 5 yr. [26th June, 1797.]

No. 142.

From Wm. Vans to R. Codman.

Paris, 6 Brumaire, 6 yr. [27th October, 1797.]

FRIEND CODMAN.—I have received particular services from your brother in America, and yourself in Europe, which I always acknowledge with pleasure, and I flatter myself the day will arrive when I shall have the power to return them, but I hope you may never want them.

Yesterday you was pleased to say that you would guarantee Higginson's bill, to amount 35,000 livres, on his father. Since then I have seen Mr. Leroy, who told me he had seen you, and that you declined to endorse Higginson's bills, and told him, although you would not endorse, yet you would guarantee, but he did not think this the same thing. However, finally he said if you would endorse for 15,000 livres, he would arrange with me. Now my friend, if you will accommodate me with *your name** for this sum, it will render me great service and save me at least 50,000 livres in this business. I have given Higginson full security, that in case it should be protested, that you should be no sufferer, and depend on it, my dear sir, I will never put my friend in a place of danger to serve my enemy. The sum is not large, and depend on *my word and honour*, let what will happen to me you can be no sufferer. Pray comply with my request, and confer an additional obligation on your friend, and humble servant,

W. VANS.

The bill for 4000 livres, has this moment been presented to me for payment, and I sent it to Recamier for payment,—will you please confirm the order ?

W. VANS.

No. 143.

From Wm. Vans to R. Codman.

10 Pluv. 6 yr. [Jan. 19, 1798.]

FRIEND CODMAN,—In consequence of your name being added to

* Not the name of J. & R. Codman.

the bill, Bromfield has discounted it, and I have ordered him to call on you and pay you the 7,000 livres you was so good as to lend me.

The other money lent I will do myself the pleasure to pay personally this day. With sincere esteem, yours, W. VANS.

No. 144.

From Wm. Vans to R. Codman.

DEAR SIR,—Will you be so good as to oblige me with a thousand livres for a little time, for the enclosed note. Please also to say if you go to day to your country house, and at what hour you will call for me. With esteem and respect, your humble servant, W. VANS.

Paris, Monday, 24 Pluv. 6 yr. [Feb. 12, 1798.]

No. 145.

From Wm. Vans to R. Codman.

FRIEND CODMAN,—Can you lend me for a few days 600 livres to be returned on demand. If you can, please send it me by my servant the bearer. With esteem your friend, W. VANS.

Paris, Tuesday, 23 Ventosè, 6 yr. [March 13, 1798.]

No. 146.

From Wm. Vans to R. Codman.

FRIEND CODMAN,—The 30th of this month I am to receive a few thousand livres, and shall then pay you the money I now owe you, in the mean time you will oblige me in paying the bearer, Mr. Gouvain, two hundred livres, which I give him for his pocket expenses to America, the family having done me the honor to make me cash keeper to him. Your compliance will oblige, with esteem, your friend, W. VANS.

Paris, 19 Germinal, 6 yr. [8 April, 1798.]

RECEIPT FOR THE ABOVE.

Recu de Mr. Codman, la somme de deux cents livres qu'il m'a compté ce jour.

Paris, le 20 Germinal.

Signed,

G. GOUVAIN.

No. 147.

From Wm. Vans to R. Codman.

DEAR SIR,—I send you by the bearer 3000 livres, principal and interest for the 6000 livres lent, including the note I gave you yesterday for 3000 livres.

Mr. and Mrs. Gouvain and daughter dines with me to day at 4 o'clock, when we expect the pleasure of your company; and believe me, sincerely with esteem, your friend, W. VANS.

Paris, 5 Brumaire, 6 yr. [26th Oct., 1798.]

ORIGIN OF THE CONTRACT BETWEEN WM. VANS AND RICHARD CODMAN.

Original Paper in the handwriting of WM. VANS, without date, containing the outline of his contract with R. CODMAN, as proposed by himself at the time.—Supposed to have been written at Paris between the 1st and 15th of January, 1799.

No. 148.

Mr. Codman will please write Mr. Vans a letter, and say to him that he may draw bills of exchange on Caspar Voght of Hamburg, *for his account*, to amount of £4,000 sterling, which *he* will guarantee to meet due honor.

Mr. Codman will also write to one or two of his friends in Georgia, South Carolina and Virginia, and say to them, *he has given Mr. Vans a credit on him* to amount £4,000 sterling, agreeable to his letter to Mr. Vans of such a date.

Mr. Codman will also say, that if any bonds are necessary to be given by Mr. Vans that the cargo he ships will not go to France, Mr. C. guarantees the bonds Mr. Vans may sign.

If Mr. Vans should not be able to negotiate his bills on Europe, will Mr. Codman give Mr. Vans liberty to draw on *Mr. J. Codman of Boston* for £4,000 sterling, ordering him to *redraw* on Hamburg, *to pay himself*, and a letter to Mr. J. Codman to this effect!*

Mr. Vans understands that the business he now goes to America on, is to be for THE JOINT ACCOUNT OF R. CODMAN ONE HALF, AND THE OTHER HALF FOR ACCOUNT OF WM. VANS, meaning Mr. Codman has an interest of £2,000 sterling, and Wm. Vans £2,000 sterling, the whole capital not to exceed for *their joint account* £4,000 sterling.†

To secure to Mr. Codman, in case of accident, the payment of the £2,000 sterling, which Mr. Codman is to accept the bills Mr. Vans may draw on *him*, Mr. Vans has given to Mr. Codman a bill of sale of his two houses in the Rue Université, No. 905 and 906 at Paris, which houses are worth 200,000 livres, although sold to Mr. Codman for 25,000 livres, as mentioned in the act.‡

It being well understood that whenever Mr. Vans should repay the moneys Mr. Codman may pay for account of Mr. Vans, then Mr. Codman is to give a bill of sale to Mr. Vans of his two houses in Rue Université, No. 905 and 906, and to put Mr. Vans in full possession of them.

* He asks for liberty to draw, not on the *house* of J. & R. Codman, but on Mr. J. CODMAN, who is to *redraw*, to *pay himself*. Did he not know, then, of the dissolution of the partnership between J. & R. Codman? The news of it had been in Paris five months at least. See evidence of the dissolution, No. 77, &c.

† After this explicit declaration at the very origin of the transaction, with what face can Wm. Vans now pretend that he was dealing with J. & R. Codman, and relied on John Codman's credit?

‡ The transfer of the houses did not, in fact, take place at the time or in the manner here contemplated. It was understood that they were to be transferred; and Mrs. Vans, to whom they belonged, transferred them after Mr. V. had gone to America.

Mr. Codman will give Mr. Vans a receipt in full of all demands Mr. Deblois may have against Mr. Vans, and also say, in a letter to Mr. Vans, he will guarantee all claims made on Mr. Vans by Mr. Swan and others for account of Deblois.

Mr. Codman will also write to Deblois to deliver me the public paper he has in his hands belonging to Mr. Vans, which Mr. Codman also guarantees the delivery of to Vans from Deblois.

Mr. Vans will thank Mr. Codman to write Bourne and Montflorencia the state of his affair with Nott on account of Mr. Vans going to see Murray Vans the minister, and also give Wm. Vans a credit on Bourne for his expenses while there.

Settle my account and get a receipt from Mr. Codman, and a promise in writing to give back the land, if Deblois refuses to take it. If Deblois takes the land, to give Mr. Vans the amount of the goods made over to Deblois at Lisbon.

Letters of Credit and Guarantee from R. CODMAN, with which WM. VANS left Paris for America.

No. 149.

[ORIGINAL.]

From R. Codman, Paris, to Wm. Vans, Paris.

PARIS, 15th January, 1799.

Mr. William Vans.

MY DEAR SIR,—As you are bound to America on business in which I am interested, and may there be in want of funds, I hereby engage and bind myself to guarantee the acceptance of four bills on Mr. Caspar Voght of Hamburg, to the amount of four thousand pounds sterling, payable in London.

My friends in America are Robert Hazelhurst & Co., Charleston, South Carolina, Hooe & Harrison, Alexandria, Virginia, Joseph Anthony & Son, Philadelphia, and William Codman, New York. These gentlemen may be assured that your bills drawn as above mentioned, will meet due honor from Mr. Caspar Voght for my account, and this letter, left with either of them, may be considered as a complete guarantee on my part to the amount of the above mentioned sum of four thousand pounds sterling. I am very sincerely, your friend and obedient servant,

R. CODMAN.

No. 150.

[ORIGINAL.]

From R. Codman, Paris, to R. Hazelhurst & Co. South Carolina.

PARIS, 15th January, 1799.

Messrs. Robert Hazelhurst & Co., Charleston, South Carolina.

DEAR SIRS,—This letter will be handed you by my particular friend Mr. Wm. Vans of Boston, who has been some time resident in Paris, he now goes to Amsterdam for the purpose of embarking for America, and proposes transacting some business there in

which I am interested, and for the completion of which I have authorised him to draw on Europe to the amount of four thousand pounds sterling, which guarantee is contained in a letter addressed to him under this date.

I have been for a long time in the habits of intimacy with Mr. Wm. Vans, and in all his transactions with me, have found him a man of honor and punctuality. I shall of course be flattered by your rendering him any services that may depend on you. All civilities and attentions paid this gentleman, will be gratefully acknowledged by, sirs, your obedient humble servant,

R. CODMAN.

[The letter to Hooe & Harrison, and Anthony & Son, are precisely similar to the foregoing.]

No. 151.

[ORIGINAL.]

From R. Codman, Paris, to Wm. Vans, Paris.

PARIS, 15th January, 1799.

Mr. William Vans.

DEAR SIR,—In my letter to you of this date, I have authorised you to draw on Europe for four thousand pounds sterling. And as it may so happen that you cannot negotiate your bills on Europe readily, in such case, you are hereby authorised to draw on Mr. J. Codman of Boston for my account, who will have orders from me to accept your bills to the amount of \$20,000, upon your forwarding to him (at the same time you forward your letter of advice,) the letter above alluded to, which guarantees your draft on Europe. I am with respect, sir, your obedient servant,

R. CODMAN.

No. 152

[ORIGINAL.]

From R. Codman, Paris, to Wm. Codman, New York.

PARIS, 15th January, 1799.

MY DEAR BROTHER,—I have undertaken a concern with Mr. Vans to purchase sundry merchandize in America to the amount of four thousand pounds sterling, and he goes in a few days to Amsterdam for the purpose of embarking. I have addressed him a letter under this date, authorising him to draw for the amount of said merchandize on Caspar Voght of Hamburg, to the extent of four thousand pounds, and in the letter have mentioned the names of our correspondents in several of the principal places in America. I wish you, so soon as you shall hear of his arrival in America, to write him, offering him your services, and inquire if he finds any difficulty in executing this business, and if so, that you are ready to assist him, particularly in disposing of his bills to the amount of £4,000 sterling. I do not imagine that there will be any difficulty, because if he cannot negotiate on Europe, I have authorised him to draw on brother John, for twenty thousand dollars, provided he forwards him the letter of guarantee for four thousand. Give Mr. Vans all the information you can. In so doing, you will oblige your brother;

R. CODMAN.

No. 153.

[ORIGINAL.]

From R. Codman, Paris, to J. Codman, Boston.

PARIS, 15th January, 1799.

MY DEAR BROTHER,—*I have undertaken a concern with Mr. Wm. Vans, whom you know very well. The plan is for him to go to Charleston, South Carolina, and there purchase a load of tobacco, and ship without delay for Hamburg, or Amsterdam, provided the price may be so low as not to occasion much risk for the payment. I have authorised him to draw on Caspar Voght of Hamburg to the amount of £4,000 sterling, and guaranteed his drafts to this amount, in a letter I have written him under this date. It is possible that he will not be able to pass his draft in South Carolina, owing to the convulsed state of public affairs. In that case I have authorised him to draw on you to the amount of \$20,000 dollars, which it is understood that you should accept upon his forwarding to you, with his letter of advice, the letter of guarantee for the £4,000. On reception of the said letter of guarantee, you will please to accept his drafts to the aforesaid amount of twenty thousand dollars, and for your reimbursement, draw on Caspar Voght of Hamburg, payable in London, and I will take care that the bills are accepted and paid.** I am, dear brother, yours, affectionately,

R. CODMAN.

Letters from WM. VANS to R. CODMAN, written on his way to America.

No. 154.

[ORIGINAL.]

From Wm. Vans, Amsterdam, to R. Codman, Paris.

AMSTERDAM, 6th February, 1799.

MY DEAR SIR,—I again address you from this city. Owing to the great cold, and great quantity of snow, it has been impossible to stir out of doors.

There is an American vessel arrived at Rotterdam, and I have wrote Messrs. Roquille, Buildemacker & Co., to inform me when it would be probable she would be ready to depart, and whether she would be detained by the ice. As soon as I have their answer I shall inform you of it. If I find a prospect of her being able to depart soon, then I shall give up my journey to Hamburg.

At any rate please direct your letters to Mr. Bourne, who will

* Richard Codman, instead of notifying John Codman, that he had made a contract with Vans for the joint account of John and Richard Codman, (as he would, if such had been the fact, and the partnership were still continuing) requests J. Codman to accept Vans' bills on the *private credit* of Richard Codman, and to *draw for reimbursement*, Richard Codman undertaking that he *should* be reimbursed. Turn back to No. 132, to see the manner in which John Codman treated this request.

forward them where I may be. Also please place the credit on Caspar Voght, as requested in my last.

If I can arrange with *your credit** for a cargo of gin, and charter the ship at Rotterdam, and go direct to Charleston with it, should you like it? I mean not to call on you for funds, until bills could be drawn from America for it. Give me your opinion, and answer by return of post.

I have received no letters from you, since I left Paris, nor from Mrs. V., and this is my third letter to you, the contents of which I confirm, and pray your attention to. With esteem, yours,
WM. VANS.

No. 155.

[ORIGINAL.]

From Wm. Vans, Hague, to R. Codman, Paris.

HAGUE, 10th February, 1799.

Mr Richard Codman.

DEAR SIR,—I confess I am a little mortified to be from Paris eighteen days, without receiving a line from you. Finding every thing froze up at Rotterdam, Amsterdam, and Hamburg, and not the least appearance of any vessels going from those places to America until March or April, I have come to this city with a view of putting myself in order to return to Paris; but before I take this step, I wish you to inform me if you have any news of *your brig*,* and where she now is. If in France, it will be much for my interest to take passage in her for America, and abundance of time will be saved by this route. I confirm my several letters I have wrote you, and wish you to answer me fully, if you approve of my taking a cargo of gin to Charleston, if a vessel can be chartered. I return in a day or two to Amsterdam, where I shall wait your answer, unless some vessel should offer for America. But at present the appearance makes it improbable.

With respect, yours,

WM. VANS.

No. 156.

[ORIGINAL.]

From Wm. Vans, Hague, to R. Codman, Paris.

HAGUE, 14th February, 1799.

DEAR SIR,—Your esteemed favor 20 Pluviose I have now before me, and thank you for the contents.

I am not surprised at the impudence of Nott in coming to your house, after what he has said of you, and the many lies you have detected him in during the course of my disputes with him, as I

* These expressions,—“your credit,”—“your brig,”—show clearly that Mr. Vans well understood that Richard Codman at this time was doing business on his own account. The vessel alluded to was a Brig called the Elizabeth, owned by Richard Codman, jointly with some other persons in France. Richard Codman's interest in her was afterwards transferred to John Codman in part payment, and appears credited to Richard Codman, in their settlement of accounts at Paris, in January, 1801.

know him capable of doing the most dirty and low actions when in adversity, and the most insolent rascal when in prosperity. *I know the man*, and you must not be made to believe, that the object of his visit to you was a wish to settle with me. No, sir, under this appearance, he had several objects in view; one is, to gain your confidence. But the grand object was to know where I was gone, and what about, *that he might be able to embarrass me with the judgment he has against me.**

I therefore pray you, as you value the success of our present undertaking, to be on your guard how you communicate my being in Holland and my future intentions; for should they be known, I might by such a villain as Nott be put to trouble, therefore pray carry the idea that I am gone or going to the East Indies. H—— here has been pumping, but to no effect.

I do not find in your letter that Nott has made any offer to settle, *only* the old one of giving up the present note now due for the note of Ashmore, which *I do not owe*, and altho' he speaks much of his judgment, which I have appealed from, and which he knows and *you know* I shall do away, as soon as I bring on the trial with the papers I expect from England—as therefore my affairs are now arranged, I am determined to make no more offers for arranging with Nott and all I have hitherto done I consider null and void, and shall never repeat them. I have Nott's notes for cash lent to amount £3,000 sterling, with interest thereon may amount to 80 or 90,000 as we calculate the interest. One of these notes is now due, and must be paid, but if Mr. Nott says he is not able to pay them, then let him come forward with proposals, and whenever his proposals meet mine, and are such as an honest man ought to accept, I will accept them. This is all the offer I ever shall make or say on the subject.

Therefore if he has any offer to make, let it be in writing, and clear; this prevents lying and misunderstandings. I am therefore disposed to keep the case open in this way, and will thank you for your assistance in this business.

In the mean time I pray you to push the business, and do the needful as requested by Mr. Hombergs, and also get all the information you can, so as to know where Nott's property is, and when informed, please lay an opposition in the name of Sweed-eaux.

I see with pleasure the President's Speech, and hear with pleasure that the Government of France is not displeased with it; and I hope something will take place which will produce an adjustment between the two countries.

Wm. Vans Murray and I are on exceeding good terms, and he has treated me with respect and esteem, *not as a stranger*, but as a relation, which *he claimed* the second interview I had with him, altho' very formal and cold at first interview. But we have been alone together, compared notes, and are now as friendly as relations ought to be, and he is a great *family man*. He has offered

*It seems from this, that Mr. Vans had his own reasons for quitting Paris at this time, and travelling *incog*.

me his interest, which he assured me would be successful in getting any consulship not already given an American I choose, and a private letter to Mr. Adams and the Secretary of State.*

We spoke of *my privateering*, and he justified me when I told him the reason why I privateered, and that I had never been concerned since Jay's treaty was ratified, nor been concerned in capturing Americans.†

I found he had a very *rong* opinion of several Americans at Paris, which American travellers from Paris to the Hague had given him, and he assured I took care to give him the true character of those Americans he had seen here, *who they were and what they had been about*, which astonished him. I also hinted the great intimacy these people pretended to be in with him, and what they had said of his communications to them, which made him laugh, and I found he had fully answered his end and purpose. I found him a cunning fellow, and knows well his man. I am *shure* J. C— thinks he is on friendly terms, and that he knows all M—'s secrets, and you would think so did you know them together; but Murray and I alone together conversed all this business, and as a relative, which *he was exceeding proud of*, told me things I am not at liberty to repeat.

I found him well acquainted with my character in America, and he paid me some compliments, and he has also heard me spoke of in Europe very favorable and also loudly to the *contra*, which at one time staggered him a little, but the issue of my affair with Nott, the letter I had from Bourne, and above all *my countenance*, gave the lie to every thing which had been said injurious to my reputation. On the whole, I am well satisfied with my visit here.

Both Murray and wife were sorry I did not bring my wife with me, as they wished to see her.

I mean no compliment when I tell you he knows you well by reputation, and spoke of you with that respect which gave great pleasure; he had got some wrong opinion of our friend Cutting, but I have put him right.

Two sheets of paper filled with my affairs and family, I think it is now time to say something of business.

I wrote you that I thought a cargo of gin might be bought here on good terms for the Carolina market, and to charter a vessel here for that purpose. Suppose then I should buy 200 pipes of gin, value say 2,500 sterling, and should be able to negotiate bills on *your brother at Boston* for payment, *ordering him to re-draw on Hamburg to reimburse himself*,‡—would this operation meet your

* Mr. Vans states, in his pamphlets, that he held a Consul's commission all the time he was in France, from the year 1794.

† It seems that Mr. Murray had grounds of suspicion at least in these particulars.

‡ Instead of Richard Codman's credit as a foundation for the gin speculation, he now asks, if he might not be furnished with *bills on John Codman*, at Boston, provision being made for John Codman's reimbursement, by drafts on Hamburg. Did he not know, then, that Richard Codman's name was not John Codman's?

approbation and would you sanction it? Please answer me by return of post.

Everything is shut up here with the ice and God knows when it will open. I confirm my four last letters and will thank you to acknowledge the receipt of them. I have received no letter from yourself, since I left Paris. With esteem your friend,

W. VANS.

No. 157.

[ORIGINAL.]

From William Vans, Hague, to R. Codman, Paris.

HAGUE, 18th Feb. 1799.

MY DEAR SIR,—I have none of your favors since my last, but I have letters from Rotterdam, saying that the vessel I expected to charter demanded such an extravagant freight as to prevent my executing my intended plan of the gin for the present.

The warm weather has lasted for some days, and the ice begins to move, but no vessels are ready for sailing; but the moment an opportunity offers I shall embrace it, and inform you of it.

As I may possibly sail before any arrangement can take place between me and Nott, I put on paper my full and final determination respecting him, not as proposal to him, but as a direction to you. I again repeat to you, I do not owe Nott a shilling, and with regard to the judgment he has against me, it became null and void the moment I appealed. Therefore I owe him nothing. But if Nott will pay you *cash* for his note now due, amounting, with interest, say \$28,000, I would then consent to receive the note of Ashmore, for which he has a judgment, in payment for the second note of Nott's, which will become due in December, 1799,—provided Nott will write a letter to you and say he will also engage to pay his note due December, 1800, which is now in the hands of Captain Crombey.

This is the only arrangement after mature deliberation I conclude to take. And as I intend to bring on my suit in appeal as soon as the papers come from England, when I am *skure*, from the declaration of Legarde, and from the justice of my cause to gain, and then be assured I will never consent to receive this note in payment. But to prevent expence and a further law suit, I consent to the foregoing offer without any change or caution whatever. I have been able to get a clue to Nott's property, and I do not fear of being able one day or other of getting hold of it. And as I have no expectation of ever getting him to do justice unless compelled by laws or sword,* and I know him to be such a liar as that no dependence can be placed on his word, I have no expectation of his acceding to my present declaration.

* These threats of personal violence, which Mr. Vans learnt in the school of the French Revolution, are a favorite resort with him. It will be seen, in the sequel, that similar menaces were used against Richard Codman, in Paris, and have been used in America, against various members of the Codman family.

But I will thank you to request of him always to put in writing every thing he has to offer; this will prevent disputes and detect his lies. I will also observe to you, that I believe I know where to place Nott's notes in payment at a loss of about 25 per cent. on them, I am therefore fixed in my determinations.

WM. VANS.

No. 158.

[ORIGINAL.]

From William Vans, Hague, to R. Codman, Paris.

HAGUE, 24th Feb. 1799.

MY DEAR SIR,—Again I address you respecting my affairs. I have received an open letter from Taney, sent under cover to his friend in Amsterdam, requesting me to take charge of a quantity of drugs and bring them with me to America. This is a long letter, and telling me how I should sell them in Charleston—how the devil Taney should know I was bound to America, or even suppose it, I cannot imagine; for I can truly say, *I never told my wife I was going there, nor never hinted it to any living soul.* I hope in God's name you have taken care, and neither hinted it nor mentioned it to any person living, *for should it be known in London that I was bound there, be assured your property would be in danger, as well as my person.*

I think I have a clue from a certain gentleman where to get hold of Nott's property, and he advised me not to settle with him, unless Nott paid the cash for the first billet, for he was of opinion Nott was a rascal, and had given positive orders to the two Andrews to have nothing to do with him, nor by any means to cover his property, for that there would be trouble and plague in the business. For this reason and others, I confirm my request to you, respecting him in my letter 18th February.

I go this moment for Amsterdam, from which place I shall write Mrs. V.—I am tired and fatigued to death in doing nothing, and continually stretching my wits to find something to do.*

With esteem, yours,

W. VANS.

No. 159.

[ORIGINAL.]

From William Vans, Amsterdam, to Richard Codman, Paris.

AMSTERDAM, February 26, 1799.

MY DEAR SIR,—The two letters you have wrote me and which I have already acknowledged; I was yesterday with Bourne who told me he was sure the port would not be open in 20 days from this day, and that there was not in Amsterdam a vessel that could get away from America under at least six weeks. This information has finally determined me to set off this day for Hamburg, agreeable to my former intention, and on the plan I

* Here follows an indecent allusion, which is omitted.

communicated to you in my letter from the Hague of 22d inst., which I pray you answer to. I have taken up of Bourne 25 louis, and gave a bill on you for that sum; this is all I have taken of him since I have been here, and all I shall take up. You will therefore please send me on the letter to Caspar Voght of credit as before requested, under cover, to Bourne, who will forward it on to me. In haste, with esteem, your friend,

WILLIAM VANS.

No. 160.

[ORIGINAL.]

From William Vans to Richard Codman, Paris.

February 27, 1799.

DEAR SIR,—As I am on my way to Hamburg, I again repeat and pray you to send me on a letter of credit to Caspar Voght as soon as you receive this, as I have only sufficient money to carry me there, as I have only taken up 25 louis of Bourne, as I have already wrote you. With esteem, yours, WILLIAM VANS.

No. 161.

[ORIGINAL.]

From William Vans, Hamburg, to Richard Codman, Paris.

HAMBURG, 11th March, 1799.

DEAR SIR,—your esteemed favor 3d Ventose I have this moment received at this city and note the contents. All of which I have before answered except the affair of Nott's, who you say got the judgment received against me at the court of appeals the 5th Nivose, and ask me if I had never heard of it. To this observation I answer that I never heard of it, nor knew it, and am much surprised at the information, as Choux Legarde promised me faithfully to take care of the affair, and to acquaint me whenever the affair should be brought on; however, its going by default is no consequence until it has been tried, and I must request you will call on Legarde and pray him to bring it to trial immediately. The papers respecting this business are in my desk, mentioned particularly in the memorandum I left with you and Mrs. Vans.

I must also pray your attention to my affair with Nott, to be tried at Versailles, and pray Choux Legarde to bring it on, and have it settled as soon as you can. I also confirm my proposition to Nott, agreeable to my letter dated 18th of February from the Hague to you. The river Elbe is open this day, it being the first time since the 10th of last December. There are several vessels bound to America; one of which sails in four days for Salem. Bromfield goes in her; whether I shall take passage in her or not, I am not yet determined, as I do not like to go so far to the northward—the voyage to the Isle of France—under Hamburg colors.* I can obtain £5,000 credit. This sum, with

* Some new project which Vans had devised for a speculation in company with Richard Codman.

the 4000 for yours and my account, will make up the sum necessary for the operation, and you may be assured that there is no voyage equal to one to this Island. Before the war the Americans used to send from 100 to 150 vessels by year there, and since the war not one is gone, only about six from this city.

I wait with impatience an answer to my letter from the Hague on this subject, as the operation will commence *the moment you give me leave to draw on your brother*, as there mentioned.

You see I have many plans in view, and finally wish to hold fast to the best, and this last appears so to me, but your next letter will finally determine me either to go on to America, agreeable to the original plan, or to the Isle of France as now proposed, as you may choose. Accept my sincere thanks for your attentions to Mrs. Vans and my little ones, which I shall acknowledge with gratitude, and am with esteem, sincerely yours,

WM. VANS.

In conversation I have had with Bromfield, he acknowledged to me that Skinner, Melville and Hinckly, had been all concerned in privateers, and had urged him also to be concerned, which he had always refused. Swan has also spoke to me of Deblois, who he says used him very ungenerously, having borrowed money of him at a time when he had not a shilling, and it appeared very black to him on the part of Deblois; he also says my father did settle with Deblois some how or other, but he does not know how. I can only repeat to you what I have often said, that there is something in this business we do not know.

No. 162.

[ORIGINAL.]

From William Vans, Hamburg, to R. Codman, Paris.

HAMBURG, 15th March, 1799.

MY DEAR SIR,—Finally, after weighing every thing here, I am at last determined to take my passage in Capt. Ober with Bromfield, for New-York, as I see no prospect of any vessel's going for the south parts of America under a month or two. Having said every thing to you respecting my own affairs at Paris in my memorandum given you, and in my several letters which I have wrote you, and which I again repeat and confirm, and which I pray your attention to, I conclude with praying your attention to my family, and believe me sincerely your friend,

WILLIAM VANS.

I have already acknowledged the receipt of all your letters to me by date, but I have never received the letters and papers for your brother, respecting Deblois's affair, which you wrote me you should send on to me; nor have you sent me the order to receive the Rhode-Island paper, lodged in the hands of Amory, —whether he will deliver it without your order I do not know. I have given Mr. Voght orders to send all letters he receives for me back to you, and you will give them to Mrs. V.

I have this moment received from Amsterdam your esteemed favors of 7 and 11 Ventose, and observe respecting Nott's going

to Versailles, I suppose to intrigue respecting the appeal, but I hope you will be able to match him. Knowing well your attentions to all business entrusted to your care, and being particularly satisfied with your friendship and attention to my interest, I can only again repeat my thanks, and believe me sincerely yours,

WILLIAM VANS.

You will not write me after you receive this letter, as it is more than probable I shall be sailed. I find I can do nothing with Gabriel Gouvain, as he is getting in bad company, and refused to go to the Indies in a good American ship, which I procured him, as he says he does not like the sea. He intends returning to France, but I have forbid Mrs. Vans taking him into my house. God bless and preserve you.

No. 163.

[ORIGINAL.]

From William Vans, Hamburg, to R. Codman, Paris.

HAMBURG, 5 April, 1799.

MY DEAR SIR,—Your esteemed favor 19th March I have this moment received. I observe that you are astonished at my saying I had received only two letters from you. At the time I wrote you that letter it was true, but since then and before that time I acknowledged the receipt of your letters by date; you can therefore see if there has been any letters wrote by you which I have not acknowledged, for in that case be assured I never received them, and I am well satisfied that I have wrote you letters which you have not received, although you do not acknowledge my letters by date. In your letter of 19th instant, you say I wrote you respecting *Nott's* judgment by default; this letter I acknowledged the receipt of by return of post, and at the same time told you I was surprised a judgment could be got against me, as Choux Legarde had promised to take care of this business. I also requested you, at the same time, to desire Legarde to bring the affair to trial, and that all papers with the judgment was in my desk at Paris, wrote on it *Nott's papers*, in two bundles, among which was the judgment I got against him.

I have already paid Legarde 700 livres, for this affair, and you now say in your letter, shall I pay him the expenses on this affair, which, he says, he shall soon call for, or what shall I do. In answer to this request I observe, that I supposed that as I had paid all expenses on this affair before I left Paris, and also gave Legarde and his attorney 700 livres, I supposed that if a second pleading was necessary, that 700 livres paid the whole. But if it is otherwise, and I am to pay again for his pleading the affair, you must conform to necessity, and pay what he will ask for pleading it anew.

At the same time I see, with great pain, your next observation in this letter, which says, '*I pray you to answer me, as it is a very disagreeable business for me to have any thing to do with.*' Permit me then to observe, that as to the injury which Mr. Nott or his rascals can do me, out of his little circle of associates at Paris,

it is very little, and I feel so much superior to him or them, that I care very little whether *the affair of the forgery** be pleaded or not, and I had much rather that he should retain his judgment by default, *than to give you trouble in an affair which you so pointedly say is so disagreeable for you to have any thing to do with.* You next say, that I ask your advice respecting a voyage to China; I believe I asked your advice respecting a voyage to the Isle of France, which could be performed in nine months, when a voyage to China would be sixteen months at least. However, my dear sir, I shall not deviate from our original plan, unless by your permission.

Permit me then to make to you the following observations.—When I left Paris, it was our intention to go to America, and there buy a cargo for \$20,000, and draw on Hamburg for the funds in this voyage. We calculated a cargo of tobacco, sugar or coffee would be the object. But since I have been here there has several vessels arrived here from different parts of America, and it appears that all produce is higher there than here: for instance, tobacco, which was always sold for about 15s. to 36s. per hundred, is now \$12. Certainly a speculation in this article would be dangerous, and coffee and sugar are equally high. I therefore candidly confess to you I see a poor prospect in going to America. But I shall go notwithstanding; and if anything can be done I shall do it, but I prefer doing nothing than to doing bad business. Capt. Williams, for New York, and C. for Philadelphia, told me they should be ready to sail by 24th March, but they are still here, and I hope they will sail in a day or two.—I shall take passage in the first.

No vessel has left this port for America, except a vessel for Salem, which sailed 23d March, and had not Williams told me he should sail immediately, I should have gone in her, although I did not like going so far North.

As you find the business of Nott's, *respecting the defamation*,† troublesome, I fear very much that my other business I have left to be settled with him will be equally troublesome to you, perhaps more so, and perhaps Mrs. Vans and family *remaining at your house* may be also inconvenient; the fact is, having read your letter the second time, and not wishing to give you any further trouble, I have two minds to return immediately to Paris, however I shall wait next post, and perhaps this business may be arranged, but I now write Mrs. V—— by no means to rest in your house, if she finds you are in the least incommoded by it, as I can have no right to expect you will incommode yourself for my ease, nor do I ask it or desire it; so long as the convenience is mutual let it

* These passages throw further light upon the subject of Mr. Vans' *secret* movements. It seems, by his own showing, that he had a suit for defamation pending, and was charged, or in danger of being charged, with a forgery; and that Richard Godman considered the care of his friend's affair a very disagreeable business to have any thing to do with. The Mr. Nott here spoken of is the same who was afterwards a well known merchant at New Orleans of the firm of Nott, Amory & Co.

† See note above.

remain so and no longer. I see also with great pain, that the voyage which I expected would have been finished in four or five months may last, from my detention here, perhaps seven months. In a word, my friend, although I sincerely thank you for your friendship and confidence in giving me the credit, yet I confess I am very sorry I have taken it, and wish sincerely I had not left Paris, as nothing mortifies me so much as to give my friends trouble or business that is disagreeable to them. Depend on it I shall take no advantage of the confidence you have placed in me, and believe me, I am always the same,

Your friend,

WILLIAM VANS.

I leave my letter to Mrs. Vans, and take the liberty to request you will please so far to assist Mrs. V—— as you can without any great trouble, and you will add to the obligation already conferred on your humble servant,

W. V.

I have already drawn on you in favor of Voght for 120 louis.

No. 164.

A Letter from Wm. Vans at Salem, to R. Codman at Paris.

SALEM, 16th Nov., 1799.

MY DEAR SIR,—I have none of your favors since I left Hamburg. I have wrote you by Mr. Bromfield, and stated to you that I had given up our voyage and the letters and papers, at the particular request of your brother J. Codman, in doing which, I flatter myself I meet your approbation. I am now here in law, respecting some insurance on ship Mary's cargo, which was lost off Cadiz, to amount of £10,000, which I have every prospect to recover.

You would do me a favor to examine the Consul office at Brest, for a protest entered by Stephen Deblois, and Captain Ham, jointly or separately, on account of the French fleet bringing the ship Mary into Brest, in January, February, or March, 1796. If you could get me a copy of this protest, and send it me, you would render me a great favor.

The only pretence set up by the underwriters is, that the ship broke bulk at Brest, which is not true, as you must remember that Deblois refused to deliver any part of the cargo, on account of his obligation to deliver it to Waldo, and that the whole cargo went on to Cadiz, and was secured by your arbitration to Waldo, for the payment of what I owed him.*

Permit me then to pray your attention to this protest, and to send it to me as soon as you can; politics, prudence requires me to be silent upon. For other particulars, I refer you to my letter to Mrs. Vans, and pray the countenance of your favor to her, and my family. And am, sincerely yours,

W. VANS.

N. B.—I drew on you, in favor of your brother, for £100, which I hope you will duly honor, and which I shall pay and settle with you

* The defence set up in this case was, that it was a fraudulent claim, Mr. Vans having been already paid by insurers in Hamburg for this very loss; and the jury so found. See Vans v. Fellowes, in the records of the S. J. C., Essex, and the evidence on file.

when we meet. I shall draw no more bills on you, as I have now sufficient money for my expenses while I remain in this country, —since I left Hamburg, I have drawn on you for £100 sterling, and no more.

Correspondence of John Codman about the time of his interview with Mr. Vans at Boston, in July, 1799, and thence to time of his own visit to Paris, in Oct. 1800.

No. 165.

Letter from J. Codman to Thomas Theo. Cremer of Rotterdam.

BOSTON, June 30th, 1799.

Mr. Thomas Theo. Cremer.—Rotterdam,

SIR,—I have this day received by the same post, your letter of the 12th of April, directed to me, and copy of your letter to Messrs. J. & F. Barings & Co. of the 25th April, together with their answer. In the first you say you had refused my brother Mr. R. Codman, the credit he wished to draw from you the proceeds of my shipment per Mahala, Winsor, because you had engaged the same to Messrs. Barings, agreeable to my orders.—This I consider your acknowledgment not only of the receipt of my goods, but therewith of my orders (which were *unconditionally*) to hold the proceeds subject to the order of Messrs. Barings, *and of them only* and of your acceptance or engagement, to appropriate the same accordingly, and I must *insist* on your fulfilment thereof; for you had only to answer the request of Mr. Tudor, that you had already come under engagement for the proceeds, and would not alter the same, at least not without the consent of the gentlemen to whom it was engaged, who had a right to count upon the punctual fulfilment of your promise and engagements. I regret this untoward circumstance the more as it may lessen the confidence of my London friends; which I value more than the amount in question; and although it is the first time in concerns of great magnitude between us, that *my* arrangements ever failed taking effect, I am mortified that after so much care on my part, this derangement should have existed; and I still look to you for the complete remittance of this shipment per a point into their hands. The reimbursement my brother promises you I have great reason to think he will perform at the time he affixes; his character is unblemished, and his means I hope are fully adequate to his arrangements; *but the two transactions must be kept entirely distinct from each other*, and as such I rely on your remitting Messrs. Barings the balance of said shipment, as though no draft had been passed on you by my brother, which remains *for him to account for, and not for me*. I hope an early attention to this business will secure my future preference in concerns of your city. And I remain with respect, yours, &c. J. CODMAN.

No. 166.

Extract from a letter of John Codman to Captain Hammond.

BOSTON, 9th July, 1799.

* * * I recommend to you the greatest caution and watchfulness in the managements of that part of the business that depends upon you. You will be, when at Bremen, much nearer to Mr. Voght than to Mr. Barings. You may therefore in any difficulty ask his advice. But *I charge you in particular that you see the bills you may receive for the ship, say £2,250 sterling, remitted Messrs. Barings, and be sure that they meet with no other disposition; as you are accountable to me, and to me only as the sole owner of the ship, and you are not to be delayed in any of your operations by any orders but my own.* * * * *
J. CODMAN.

No. 167.

Extract from a Letter of J. Codman to Frederick Delius of Bremen.

BOSTON, July 24th, 1799.

* * * * On arrival you will dispose of the cargo to the best possible advantage, and remit my balance per a point to Messrs. J. & F. Barings & Co. London, so as to take up all dependencies and *which you are to let nothing interrupt.* The enclosed to my brother, please to forward. My partnership with him is dissolved, although my affection and regard for him continues and he is deserving of all that confidence which I have ever placed in him. He has a large property as I understand in France of such a nature as will obtain great value in case of peace, but I am extremely anxious for its fate during present exigencies,—I find from accounts from that quarter, tobaccos are greatly wanted there, and perhaps after the Abigail is unloaded and the cargo sold at Bremen, you and he may do something between your place and that. This is a new suggestion for your consideration, and perhaps he will write you upon it. At any rate *you are not to consider me responsible or connected in any such speculation however well I may consider it may be brought about; neither are you on any account whatever to suffer any detention or interruption by my brother or any one else, of my funds in your hands reaching the place of its appropriate deposit; and the sooner the thing is done, the more agreeable and encouraging it will be to me.* * * * *
J. CODMAN.

No. 168.

Extract from a Letter of J. Codman to Messrs. Barings.

BOSTON, Sept. 26, 1799.

* * * Your accounts, *both with me and the late house of J. & R. Codman,* have been received, and suitable entries to note them in conformity been attended to in the *different books.* * * * From some late accounts I have had from my brother, am in great hopes he will be able to do something effectual before long.
J. CODMAN.

No. 169.

Letter from John Codman to Capt. John Leach.

BOSTON, 18th Nov. 1799.

SIR,—I have heard of your being taken on your passage from Bordeaux to Lisbon, and being carried to England. I have already written Messrs. Barings, and sent them my testimony respecting my property in your vessel and cargo. I hope they will effect its liberation; in which case, I think you had better sell the cargo in England, if permitted, and take a freight for this place, or sail directly here with the cargo entire. But I would have you be governed by this, as in every thing else, by their advice. I presume Mr. Tudor is with you before this; he can, no doubt, establish the facts I have declared, viz. *That I sent him out to receive my property in France out of the hands of my brother, from whom he obtained this vessel and cargo, and that since which time they have both been my property.* I have only to add, that I am, with esteem, your most humble servant, J. CODMAN.

If it is thought best to sell the cargo in England, and it can be permitted, let it be done by Messrs. Barings, and the proceeds placed in their hands.

No. 170.

Extract from a Letter of J. Codman to A. Baring, Esq.

BOSTON, Jan. 7, 1800.

* * * For a long time I hear nothing from my brother in France, but I have hopes events are concurring in his favor. Setting him however aside, I think I have so remitted the house that all arrears are paid, and you may be sure I long to see it in effect done, which cannot long remain now suspended. * * *

J. CODMAN.

No. 171.

Extract from a Letter of J. Codman to Messrs. Barings.

BOSTON, Jan. 16, 1800.

* * * I learn nothing from Mr. Tudor or my brother for a long time. I pray you to follow up the latter with your cautionary letters, and to tell him that I rely upon him to square the account of J. & R. Codman. The precarious state of the political world rendering navigation more hazardous than profitable just at this time, together with the tedious suspense I have been in regarding my brother's affairs, and the large remittance I made you per Minerva, have induced me to sell that vessel, so that I have on hand now only the Thetis. * *

J. CODMAN.

No. 172.

A Letter from J. Codman to R. Codman.

BOSTON, March 7, 1800.

DEAR BROTHER,—I just heard of a vessel bound to Holland, and although it is a long time since I have written you or have received any letter from you, yet I have not forgotten my brother,

my dear brother Richard. Can it be that we have been parted seven years, during which time circumstances have occurred too painful to recapitulate. *And to this day I know as little about you and your affairs as the greatest stranger I meet in the street.* What in the name of common sense has become of Mr. Tudor? Is France possessed of an opiate that stills the breath and freezes the pen of every one that visits it, or can he be deluded, like all others, to rest there, when he was sent purposely for a different purpose. Not only this, but his mission has been attended with loss to me in every shape. The foolish undertaking has been adopted, to load the Eliza in the face and eyes of our laws, and in attempting a voyage impossible to pursue:—30,000, say thirty thousand guilders of my money, equal to twelve thousand dollars, has been put into France, *where already the effect of my labors is enveloped, which he knew and was sent to relieve and not to multiply.* Alas! to repine is foolish—but where will this drama end? and when will you return to this your native country? Peace at least between this country and France I hope is near; it is expected; and in such an event a new source of trade will open, and if we could enjoy what we once did, it would be pleasing. I must request you to endeavor to obtain me all the business and all the consignments that you can, and to return with the first opening. *I hope and pray you have not touched any money of Swan, or on his account.** Be entreated not to; *it is due here,* and I shall be extremely disappointed and chagrined if you do. What more can I say but to bid you adieu.

J. CODMAN.

No. 173.

Extract from a Letter of J. Codman to Messrs. Barings.

BOSTON, March 22, 1800.

* * * You must be sensible of the remittances I have made you, independent of my brother, *whose affairs continue yet involved in mystery.* Things seem however to be operating in his favor. I hope he may have made you some remittances; but I am happy in knowing, let what will happen to *him and his prospects,* I am fully adequate to fulfil this and every other engagement I am under, and that you shall constantly experience a pointed fulfilment of my engagements. Yours,

J. CODMAN.

No. 174.

A Letter from John Codman to Richard Codman.

BOSTON, 31 March, 1800.

DEAR BROTHER,—I had a letter last evening, from Tudor, dated in London; *not a line from you. Indeed, from all accounts, connected with your conduct to me, I know not if ever I am to expect it more.*

* R. C. had still the power to collect debts due in Europe for business of the old house, and to give sufficient discharges; and J. C. was apprehensive that he would exercise that power, and use the money for his own purposes, as he had other funds to a vast amount.

Wonderful that my brother Richard can so conduct himself towards me! and as much so that you could take advantage of Tudor, and wrest from him an order on Cremer, for 30,000 guilders, money so credibly engaged to another,—No PROPERTY OF YOURS, AND WHICH YOU HAD NO RIGHT TO CONTROL. And that to this day, notwithstanding all your promises, you have not returned. And when Tudor told you I should be astonished, you replied, astonishment would be only momentary. Cruel, cruel, cruel! While I am trying to pay the immense debts THE COMPANY were answerable for both here and in Europe, you are staying in Paris, a place I will not attempt to describe for prudence sake, and wasting your time and reputation, as well as incurring great expense to no purpose. I shall touch slightly on your imprudent letters of credit to Wm. Vans, because from what is current here, and has been for a long time, this is the fruitful source of all your misery.*

I have written you lately, by various opportunities, to inform you I had received pay of Swan, and beg you not to receive a penny from him, as I have appropriated the amount in paying our debts, which is the great object I have now in view. *What shall I say to induce your return? Could I write in tears, or in tears of blood from my heart, it would be insufficient to express my feelings. Don't be mortified that your expectations are blasted, as to their brilliant degree, but return, for heaven's sake return, and do this immediately. Sell what you have at once and be off; depend on it, it is the best chance you have. You used to be tenacious of reputation;—if all these feelings are not blunted, escape, and do it immediately. Again I say, remit Cremer's money, and do not touch Swan's. I shall be ungovernable if you do.*

Yours affectionately,

J. CODMAN.

I suppose you know that of the £15,000, Barings only have credited £10,000, saying you could explain the residue, which they had not received.

NO. 175.

A letter from J. Codman to Frederick Delius of Bremen.

BOSTON, 31 March, 1800.

MR. FREDERICK DELIUS.

SIR,—I have not yet heard of the arrival of the Abigail at Bremen, but I daily expect it, and I hope soon after to see the account sales, and to hear that remittances are made to the close of all my concerns under your care, to Messrs. Barings. I observe you have had some correspondence with my brother. You undoubtedly understand all my directions particularly expressed in my letter of July 24th, that my brother should not control any of my funds in your hands, or alter the disposition of the sales of my tobacco in Bremen, so that the proceeds should see any other

* This was part proceeds of a shipment made by J. C. after the dissolution, on his own account. Tudor was the supercargo. The proceeds were in Cremer's hands. Tudor had gone to Paris, and then suffered himself to be persuaded by Richard Codman to draw an order in his favor on Cremer, for 30,000 guilders. See John Codman's letter to Cremer on this subject, No. 165.

destination than to Messrs. Barings. I understand you gave him this reply, which is well on several accounts. In the first place, however well the cargo might sell in France, by our laws I cannot be concerned directly or indirectly in shipping it there. It therefore must be sold in Bremen. The purchaser may do what he pleases with it, and as to the funds getting into his hands, I have less and less confidence in anything that goes into France, and positively forbid you paying a shilling to him in that way for my account. I dread the loss occasioned by this shipment, but rely confidentially on your exertions, for my interest—and remain
your most humble servant,
J. CODMAN.

No. 176.

Extract from a Letter of J. Codman to Captain Nathan Nichols.

Boston, May 4, 1800.

* * * I have given my directions concerning the employ of the ship *Thetis* to my friends Messrs. John and Francis Baring & Co. * * * If when you arrive there your funds are insufficient for this purpose, you may draw on me to complete your cargo, which is to be wholly and totally for my account and risk. * * *

J. CODMAN.

No. 177.

Extract from a Letter of J. Codman to Messrs. Barings.

New York, May 9, 1800.

* * * I expect on my return to Boston to see Mr. Tudor. His accounts by letter respecting my brother were not satisfactory to me, so that I had almost prepared to go myself to Europe to ascertain the actual state of his concerns and to bring his affairs to some close. This I shall determine on seeing Tudor, who is not yet arrived in the *Minerva*. * * *

J. CODMAN.

No. 178.

Extract from a Letter of John Codman to Alexander Baring, dated June 5th, 1800.

P. S. JUNE 11th. I sail to-morrow morning in the *Galen*.

No. 179.

[corr.]

[From John Codman's Travelling Letter Book.]

From J. Codman in London to E. Lockyer.

LONDON, 14th August, 1800.

EDWARD LOCKYER, Esq.

DEAR SIR,—I arrived here last evening,—to my great astonishment found, on application to my friends Sir J. & F. Barings and Co., that the king's admiralty had refused to annul the bail bonds in the affair of the *Elizabeth*, which I had compromised with you as agent for the captors at Plymouth.

As the matter now stands I hardly know what steps are proper for me to take. If I am to go through a legal process to defend my property, it may detain me in this country longer than the sum I sacrificed to the object of despatch is worth, I can only repeat what I have before done to you, that the Elizabeth* and her cargo are my own and sole property,—that they were so at the time of her capture,—that they were produced to me by funds collected in France from debts due me,—and that I hold a regular bill of sale of the vessel, and regular invoice, and bill lading of the cargo, as much so in my opinion as any man can hold for property of this kind which he possesses. I had no other way of getting my property out of France, and so far from this method being contrary to the existing laws of the United States,—I have the written opinion of the secretary of state of the United States, that it was allowable, and proper, and his request to the American minister in London, to use his good offices to recover my property in this vessel.

As to my being a citizen of the United States no one will deny, as I have never seen any other country until the 12th day of June last, and I have only to add, that if any property of a citizen of a friendly nation ought to be secured to him, this ought to be respected. I must request you to interest yourself in this business that I may receive no longer detention; and am with best respects to Mrs. Lockyer, and your agreeable family, Yours,

J. CODMAN.

No. 180.

[COPY.]

[From J. Codman's Travelling Letter-Book.]

Extract from a Letter of J. Codman's to Messrs. Barings.

LONDON, October 1st, 1800.

* * * * * With regard to the £15,000 which you advised my late house, you should pass to their credit, £10,000 only of which is done, I must still continue to claim the difference, as also compound, instead of simple interest; but as I hope soon to see my brother, and so have the matter more fully explained, I shall be able on my return to inform you his observations on the subject. When I cannot entertain a doubt the matter will be adjusted to our mutual satisfaction.

J. CODMAN.

* This was the brig which R. Codman owned after the dissolution of J. & R. Codman, and which Tudor prevailed on him to transfer to J. Codman, for which R. Codman is credited in the Paris settlement with the small amount which J. Codman realised from her after a capture and expenses consequent thereon.

THE PARIS CORRESPONDENCE.

Consisting of letters which passed between Wm. Vans, and Richard Codman, after the former had returned from America; and also of letters which passed between Vans and John Codman during the visit of the latter at Paris, and other documents connected therewith. These letters show the nature and origin of the transactions between Vans and Richard Codman, and that they were wholly between themselves, and after the dissolution of J. & R. Codman. It will be seen that Vans does not even pretend, in any part of the correspondence, that the engagements of R. Codman were partnership engagements, or that J. Codman was in any way liable for them.

No. 181.

[COPY.]

This letter is taken from a document in our possession, purporting to contain the copies of sundry letters submitted to certain referees, *between Vans and Richard Codman*, in Paris.

From R. Codman to Wm. Vans.

PARIS, 12th Fructidor, year 8 }
(29th August, 1800.) }

Mr. William Vans.

DEAR SIR,—I borrowed of you in December 1799, inscriptions on the great book of the public debt of France to the amount of 8,415 livres rentes, which inscription, *standing in the name of Madame Vans*, I promised to return *her* on demand.* I also assisted Madame Vans in the sale of *her houses* in the Rue l'Université to Mr. Reubell, who, *upon my giving him my estates for security* paid me 74,000 livres, in cash, 1,000 of which Mrs. Vans having occasion for, I paid her, and then there remained in my hands 73,000 livres, which I carried to your credit in account. The balance of this account ought, agreeable to your instructions, to have been invested in inscriptions upon the great book, but owing to *several circumstances*, I did not do it. This last article is therefore a matter for amicable adjustment. I regret most sincerely that it has not been done agreeable to your wishes, and am ready, taking all circumstances into consideration, to settle the affair in the most just and equitable way. You will find me

* It would seem from this that the property which came into R. C.'s hands originally belonged to Mrs. Vans, and in France the wife may hold personal, as well as real estate, separately from her husband.

disposed to do all that can be expected from an honest man ; and whenever you please we will settle this, and all our accounts, and come to some arrangement for the mode of payment.

I am, &c. &c.

R. CODMAN.

No. 182.

[ORIGINAL.]

Vans to Richard Codman.

PARIS, 12th Fructidor, 8th year. }
(29th August, 1800.) }

Mr. R. Codman,

DEAR SIR : I have received your letter, dated 12th Fructidor, 8th year, and see with pain you have not the inscriptions to deliver me, agreeable to contract, and I am also sensible, at the same time, that you must make a great sacrifice, to raise so much money as is necessary to buy these inscriptions, at the present advanced price. I am therefore, my dear friend, disposed to arrange and settle this business in any way you may point out which will be agreeable and convenient to you, being too well satisfied with your honor and justice to believe you capable of injuring me in my present distressed situation. I am, with esteem, your friend,

WM. VANS.

No. 183.

[ORIGINAL.]

Vans to Richard Codman.

PARIS, 14th Fructidor, 8th year. }
(31st August, 1800.) }

MY DEAR SIR,—I wait at home to receive the papers you promised to send me this morning, which I pray you to do as soon as you can ; please also to send your servant to the hotel Boston, and see if there is not some letters for me, and let me also ask *the loan* of 500 livres.

Yours sincerely,

WM. VANS.

No. 184.

[ORIGINAL.]

Vans to Richard Codman.

MY DEAR SIR : I repeat to you, that it is my intention to make out my account as a merchant, and settle it with you as a friend.

1st. Should I not charge you with the interest due on the 8,450 inscriptions, due before I lent it to you, which, by my orders you ought to have received ?

2d. Ought not I to charge you with the interest due on the 8,450 inscriptions, from the time I lent it you, until this day ?

3d. Ought I not to charge you with half my expenses from France to America ; and also from the time I left America, until I arrived in France ? The time I remained in America is for my own expense. Please say also how I can regulate the value of the interest due on this 8,450 inscriptions lent you, from the day

you received it to this day. I expect your account with my papers, this morning, and shall immediately make out your account.

Yours,

WM. VANS.

15th Fructidor, 8th year, }
(1st September, 1800.) }

No. 185.

[ORIGINAL.]

Vans to Richard Codman.

PARIS, 15th Fructidor. }
(1st Sept. supposed 1800.) }

Mr. R. Codman,

DEAR SIR: You requested me the other day that any thing I said to you on this business might be in writing; for this reason, I wrote you this morning, and I now pray you would answer those questions in writing, and I will also thank you to tell me where I may find the prices of the interest payable on the 8,450 inscriptions. Was it paid every 6 months in *bons* or *cash*? If in *bons*, what was the value of them from the time I lent this inscription to you to the present day? I go out, and shall not return until 11 o'clock. Please therefore leave the papers and write me an answer. You will find paper, pen and ink above. Yours sincerely,

WM. VANS.

No. 186.

[COPY.]

The following is taken from the Pamphlet, entitled, "A Statement of Facts relating to the demand of Wm. Vans, &c." at p. 14, where it is published as a letter in Mr. Vans' possession, from Richard Codman.

Richard Codman to Vans.

PARIS, 15th Fructidor, or the year 1801. }
(supposed 1st Sept. 1800.) }

Mr. William Vans,

DEAR SIR,—Perhaps it will be better at this stage of the business for me to explain myself with respect to a clause in my letter to you of the 12th inst. wherein I say, *owing to several circumstances*, I did not buy the inscriptions (which you wished to have done with the proceeds of the sale of your house.) On making sale of the houses, I kept the proceeds in my possession, as was natural, *having several charges against you in account, and also having given security to Mr. Reubel against opposition, &c. &c.* I intended, however, at first, to have employed immediately the balance due you, and mentioned it to Mrs. Vans, with the price of the day; but, upon more mature reflection, I deferred it. At the same time, I considered a more important circumstance, to wit, *having given you orders to draw on Mr. Vaght, for our joint account*, to the amount of £4,000 sterling. I was then engaged to Mr. Reubel, *for the amount of the houses, and uncovered to the amount of the credit on Mr. Vaght*; the only security I had was 8,415 rentes on the great Book: if, therefore, I had invested the bal-

ance, due you yet, in inscriptions, I should have scarce any security at all, and such as no prudent man would have taken; and in fact such as, considering my *circumstances and connexion with my brother*,* I did not think myself authorized to take, especially at a moment when the affairs of France were the most unfavorable appearance. These are the circumstances alluded to, which operated on my mind. You know well I had no opinion of inscriptions; and the manner in which they fell afterward, justified this, for they got down soon to 7 livres 10 sols; and but for the affair of the 18th Brumaire, would probably have gone to nothing, or next to it.

(Signed,)

R. CODMAN.

[Addition to the foregoing, not contained in said pamphlet, but found in the document purporting to be a copy of the letters submitted to referees in Paris.]

"Wherefore, taking all these things into consideration, I was undoubtedly authorized in not buying the inscriptions. But I am still ready to settle with you in the most just and equitable way, and in such manner as becomes a man of delicacy and honor."[†]

No. 187.

[ORIGINAL.]

Vans to Richard Codman.

PARIS, 10 o'clock, 15th Fructidor, }
1st September, 1800.

Mr. Richard Codman,

DEAR SIR: I have received your letter, but *not an answer* to my request, contained in my letter to you of this date. I am very glad to find you beginning to explain; and I am disposed to hear and do every thing that is right. But why put off giving me my account from day to day? Surely it cannot be a long one: then why so much time required to adjust it? I want nothing but right. You declare to me the same; and you farther declared yesterday, that if we could not agree in this business, you was willing to leave the whole to arbitration, which I am ready and willing to do. Therefore if your intentions are as you have said to me and Mrs. Vans, put them in writing. In the meantime, the papers I trusted to your care with my orders, please return me, and also fix a day when you can give me my account. It has been my intention from the beginning to settle this business amicably, let me suffer what I would; and at the same time concluded you a man of honor, who would do me full justice. But I

* This expression is greatly relied upon by Mr. Vans, as proof that the partnership between John & Richard Codman was not dissolved. The connexion, of course, continued as to *old* engagements, until all accounts of the late house were wound up and settled, but did not extend to new ones. There were heavy debts still due from the late House, especially to the Baring's, and Richard was greatly in debt to John on the Partnership account.

† Mr. Vans has no hesitation in omitting any part of a document, which seems to make more in favor of the other party than of himself;—and it will be seen presently, that he takes the liberty of *inserting* as well as of *striking out*.

confess, I am mortified at your not answering my letter this morning; and also at your not giving me my account; and you cannot expect me to go to Dammartin,* until something is done in this business. The papers I request, please send me by the bearer. I am sincerely yours, (Signed,) WM. VANS.

No. 188.

[ORIGINAL.]

Vans to Richard Codman.

17th Fructidor, 8th year. }
(3d Sept. 1800.) }

DEAR SIR: I have examined your accounts, and see no difficulty in our settling them amicably. In the mean time I pray you to send me, in the course of this day, a copy of your brother's letter to you, acknowledging his having received all the letters of credit you gave me, and the date of his letter to this effect, and also the obligation for to return the inscription borrowed. In the course of to-morrow, I hope to give you my account, which I think you will find just; the only difficulty there will be the mode of payment for the balance, which I think will be arranged to our mutual satisfaction, and which I shall propose to be discussed at Dammartin, and where I propose we shall go after to-morrow. Your friend,

WM. VANS.

Where do you dine to-day? Pray send me a copy of the letter of credit to your brother John at the same time.

No. 189.

[COPY.]

The following is from a copy in our possession, on a loose sheet, in the handwriting of Richard Codman.

Richard Codman to Vans.

PARIS, 18th Fructidor, year 8. }
(4th Sept. 1800.) }

Mr. Wm. Vans.

DEAR SIR: I have before me your letter of this morning.

You ask of me several papers, viz. 1st. a copy of my brother's letter, with the date, stating he had received sundry papers. The letter you ask for I cannot find. I have searched for it all this morning, and you may be assured, that as soon as I can put my hands on it you shall have it. I have no interest or disposition to keep it back.† You ought, however, to know the date when you put these papers into his hands. The only material thing for you to know is, when I received it here, which you shall know when I find the letter.

2d. You ask a copy of my letters of credit to my brother,—to

* A country seat of Richard Codman's, called also La Thuillerie.

† Richard Codman was so loose and irregular in his business transactions at this period, that he probably did not keep his papers in regular files.

which I answer that my letters of credit were not to my brother in Boston.* You had one for William, and two or three other persons, copy of which I send you—with a copy of the letter to you, therein referred to.

3d. You ask if I can tell you how much Bromfield and Houghton lost on their speculation to Europe,—to which I answer that I cannot.

4th. You ask the value and price I sold the inscription for which you lent me. In answer I send you a copy of the broker's account, who sold them.

3d Pluvoise, year 7.—(22nd January, 1799.)				
Sold 8,415 Rentes,	-	-	11 2 6	18,723 7 6
Notary's fees,	-	-	12	
Commission,	-	-	94	
				106

Cash I received, - - - - - 18,617 7 6†

You will find here enclosed the obligation for the inscription borrowed, upon stamped paper, as you desired. I also send you copy of a letter I have this day written to Mr. Welsh of Cadiz. Thus sir, you will observe that I am disposed to answer any questions, and furnish you with any documents which propriety shall warrant. Those I send you, must convince you that I was wholly uncovered for the letter of credit of £4,000, and my obligations to Mr. Reubel, and I believe no regular man would have put, in a similar situation, money out of his hands, and place it in an article which in those times held out so little security as inscriptions. These observations I make only in answer to yours with respect to matter of right. But they shall not prevent my doing all that a man ought to do in my situation.

I am, dear sir, very sincerely, your obedient humble servant.

(Signed,)

R. CODMAN.

No. 190.

[ORIGINAL.]

Vans to R. Codman.

PARIS, 10th Fructidore, 8th year. }
(September 5th, 1800.) }

DEAR SIR,—My letter to you, covering one for Madame Vans, which I sent via Bilboa, and which you acknowledged the receipt of by your letter to me dated in December, and also I have Madame Vans letter of same date from Anvers. Among the letters you sent me, I do not find this letter, will you be so good as to send it me, and say what day of the month, new style, you received it. I remind you of your brother's letter at the same

* Further proof of R. Codman's negligence in business,—he had kept no copy of his letter to J. Codman, and had even forgotten he gave one.

† Among the papers at the end of the Paris Correspondence, will be found the original broker's bill here referred to, which corresponds with this copy.

time, which you must have received from him about October, or November. I shall be at your house by 11 o'clock.

With esteem, yours,

WM. VANS.

No. 191.

[COPY.]

The following is from a copy in our possession, on a loose sheet, in the handwriting of Richard Codman.

R. Codman to Wm. Vans.

PARIS, 19th Fructidore, year 8. }
(5th September, 1800.) }

Mr. William Vans.

DEAR SIR,—In answer to your letter of this morning, I have to inform you that the letter you ask of me written by my brother cannot be given to you, because it contains other matter than what concerns you.* But in this letter, which is dated the 24th July, 1799, and which I received in Paris the 29th Brumaire, 8th year, or in November 1799, it is mentioned that you gave up to him all the papers and letters of credit which I gave to you in Paris; of course the expedition we had projected ended on my receiving the said letter.

With respect to the letter of yours, covering one for Madame Vans, received by the way of Bilboa, I will give it to you as soon as I have looked over my papers, which will be to-morrow or next day. Yours truly, (Signed,) R. CODMAN.

No. 192.

[ORIGINAL.]

Vans to R. Codman.

(No date,—supposed about 6th September, 1800.)

DEAR SIR,—Before I answer your letter of this date, which I have just received, I will make one more attempt to convince you of the justice of my demand, and prove to you the fallacy of your declaration in this business.

Is it not true, that I lent you, when I left France,† all my demand on the French government, bearing interest, 8,415 livres per annum, and is it not true that you sold this inscription the day I lent it to you for about 18,700 livres, in silver, and is it not equally true that this inscription is now value 50,000?

Then permit me to ask you what sum there was in *your hands*, belonging to me, when you had this inscription of 8,415 livres, which I had lent you upon your promising to return it to me with the interest thereon on demand.

Now sir, what amount had you belonging to me, in this inscription, was it the capital 160,000 livres, about the value fixed by

* This letter from J. Codman to R. Codman will be found at No. 130 of this Appendix. On reading it, it will be readily seen why R. Codman was unwilling to show it to Vans.

† This fixes the time of the loan.

the government, or was it 50,000 livres, the present value, or was it 18,700 livres, the value you sold it for. Take it if you please as security at any one of these sums, which ever you like best, and you will then acknowledge, that I had always lent you as much as you have lent me to pay Madame Vans during my absence. Therefore if I repay you the money lent me, (paid Madame Vans,) and you return me the inscription I lent to you, I consider the obligation mutual, and acquitted, each paying the demand of the other, which is for me to pay you the money advanced on my account during my absence, and you to return me the inscription lent of 8,415 livres, with the interest thereon, and then we are even,—and you will not dispute that this inscription operated as full security for these sums advanced; agree to this, and then comes the house, which you say was held as security for the credit on America.

Mrs. Vans sold the house for 73,000 livres, and gave you this money to lay out in inscriptions, which inscriptions you did not buy for this reason;—you wanted security for the credit you supposed you had given to me. I will now ask of you, how far you considered the adventure itself, had it been executed, to operate as security for my part of it, say £2,000 sterling. Surely you will acknowledge on common calculations to be good security for one half, say £1,000 sterling, equal to 24,000 livres. I will allow you then to deduct from the 73,000 livres, 24,000 livres, to be left in your hands as security, in case of loss. I then demand of you to invest the remaining sum, 49,000 livres, in your hands, in inscriptions at 7 10,* which is the price they have been sold at during my absence. This sum would have produced 36,750 rentes, which was also to remain in *your hands and name* for further security until all accounts were settled between us. You will not now surely deny, that let you be placed in any situation, you had full security even allowing, as you pretend to say,—that all the rest is of no value.

Therefore take the 36,750 livres rent, to which add one year's interest, value at least 25,000 livres, to which add the inscription lent of 8,415 lent, and then two and half year's interest, value at least 14,000 livres, and then see whether my offer is not generous, and great sacrifice on my part, for the sake of an accommodation.

I beg your perusal of this letter, and an immediate answer, and remain sincerely, your friend,

WM. VANS.

No. 193.

[ORIGINAL.]

Vans to R. Codman.

PARIS, 21 Fructidore, year 8. }
(7 Sept. 1800.) }

Mr. R. Codman.

DEAR SIR,—Enclosed is a brief statement of facts, as I think

* This was their lowest price. See R. C's letter No. 186. In the mean time they had risen greatly. It is in this way Mr. Vans builds up his demand to such an enormous sum.

they took place between us, and I flatter myself you will think so too; and as this business would fall very heavy on you was you to do full and ample justice, I propose to you to give me 22,500 livres inscriptions, and cash 5,000 livres, with the inscriptions already borrowed, *and you to pay the £100 sterling I have drawn on you** and pass receipts in full of all demands. I flatter myself that this proposition is so reasonable that it will meet your full approbation, which is the prayer of your sincere friend and humble servant,

W. VANS.

No. 194.

[ORIGINAL.]

Vans to R. Codman, enclosed in the foregoing.

PARIS, 21 Fructidore, year 8. {
(7 Sept. 1800.) }

Mr. R. Codman.

DEAR SIR,—The unfortunate situation in which I find myself placed by your not having complied with my positive orders given you before I left Paris, and so often repeated from Hamburg, which I have your several letters promising to follow and obey, although at the same time you said you had no opinion of inscriptions, and you now tell me, after 19 months absence, that you had not bought these inscriptions, although you acknowledge my positive orders to buy them, and although you declared to Mrs. Vans from day to day and time to time you had bought them; and the price you gave for them; this contradiction and disappointment is so great as to prevent my being able to fix your account current exact, until I can ascertain and know from you the general principle upon which you mean to settle with me. But on making my calculation and a rough statement of the moneys you have received for my account, I find it would have produced in inscriptions about 33,000 livres rent per annum, and have left cash for interest, &c. about 25,000 livres in silver. After deducting all demands you have on me, the reasons you are pleased to give me for not complying with my positive orders are singular and new to me and founded only on your own opinion and not on facts, as I will now show you. You say in your letter 18 Fructidore, as a reason why you did not buy the inscriptions, that you had no security for the credit you gave me in America and your obligation to Mr. Reubel on account of the house sold to him. In answer to this observation of yours I will state the facts as agreed on before I left Paris.

This agreement made at Paris, 15 Jan. 1799, says that I had given you a bill of sale of my houses for 25,000 livres (meaning thereby that Mrs. Vans had orders to do so) to cover you for letters to different persons, guaranteeing my bills on Caspar Voght for £4,000, 2,000 for your account, and 2,000 for my account; that when the bills should be drawn and duly paid by you, and the

* That is, the bill drawn at Boston in favor of John Codman, endorsed by him and taken up for his honor in London.

sales of the property which should be shipped by your brother *Wm. Codman in his own name** and to be insured by him and the house he consigned the property to, to have orders to pay the nett proceeds to you, and after deducting all charges, that then whatever loss should have been made on the adventure should be paid by me and if I did not pay it, then the houses should be sold and the money placed to my credit. But if I did not make use of this credit, then you promise to return me my houses clear, with all the titles belonging. That I did not nor could not make use of this credit you knew well, and the reason as stated in your brother's letter to you, dated Boston, 24 July, 1799.†

I will not at this stage of the business enter into a dispute whether your letters gave me a credit or not as you pretend. But allow I had the letters and that my property placed in your hands was to be your security for whatever I might obtain on account of these letters and finally owe you, subject always to be appropriated agreeable to my orders but to remain in your hands, which orders, had you complied with them was always full and ample security for ten times the amount you had or could have on me. You say that the reason you did not buy inscriptions agreeable to my orders was that you had no opinion of inscriptions, and did not think yourself secure with them. Opinion on this subject is not fact, and you know well that I allow no person to think for me in my affairs, which has been the subject of conversation an hundred times and particularly this matter of inscriptions,—for proof I refer you to my letters from Hamburg and America and also the declaration of Mrs. Vans. I will therefore leave opinion, and state the fact and prove that you always had more security in hand without the money paid you by Mrs. Vans, than any demands you could have on me.

1st. In my settlement with Mr. Deblois as per receipt, he agrees to receive lands in America for his demand, which lands are clear, as the papers I am ready to show you will prove. But until I can give you the proof, I have placed in your hands goods in Spain, valued to me in cash, - - - - - 15,000

These goods you have had full and complete possession of for two years, to do with them as you chose; therefore as the lands are clear, this operated as security for any moneys I might owe you.

2d. A note of hand of Mr. Nott, payable to order, which when paid is value to 27,000 livres. Mr. Nott's note of hand, as it has not been paid, I will not reckon, although it was always a collateral security while in your hands.

3d. You had my orders to receive from government the interest due me on an inscription for the 6 years annuity, to 8,415 livres, value say - - - - - 6,000

4th. I placed in your hands my government security

* Why to be shipped by Wm. Codman, if John Codman was considered a partner in the transaction, he being here to ship it himself?

† The reason was, that John Codman positively refused to act upon the credit, and Vans could not negotiate his bills on Voght, without John Codman's name.

bearing an interest of 8,415 livres per annum, which you sold for - - - - - 18,723
and which you promised to return me with interest which might be due on demand.

5th. The interest due on this inscription, is valued at 14,000

6th. You had Robiche's note of hand, payable to order, who is rich and good for the money, and good security for *his oppositions* placed on the house*, - - - - - 4,000

7th. You had orders to receive my claims on Rose, which is always good security until paid, for about - 4,000

Value in silver livres, - - - - - 61,723

You had air, all these papers and property in your hands, to act and do as thought proper with,—without my having any control over you whatever,—when I left Paris, the 15th January, 1799, our accounts having been settled and balance paid, so that I did not owe you a shilling at the time I placed this security in your hands. You received from Madame Vans, the 7th Prairial, 7th year, (26 May '99) 73,000 livres in silver, with orders to buy inscriptions at the price of the day with this money, and to remain in your name, for my account, until we meet and finally settle, which might have taken place during my expedition to America, *for our joint account*. The value of inscriptions this day, was about 11 livres, of course the 73,000 livres, would have produced about 33,000 livres rent, but as these inscriptions afterwards fell to 7 10 livres, and should you at this time been obliged to sell these inscriptions, they would produce only the sum of - 49,000
therefore this sum, was always secured to you, as it appears inscriptions never fell below this price. Should it so have happened, as to have obliged you to sell my inscriptions, bought agreeable to my orders, and had I received a credit from you, and bought the cargo as agreed on, and placed in the name of your brother,† agreeable to order, the whole sum being in your power, and certainly good security for the amount of the adventure, my part of which was to be £2,000 sterling and your security on it I say is value at - - - - - 48,000

Livres in silver, - - - - - 158,723

You therefore had, the moment you bought inscriptions for my account, and the moment I made use of your credit, reckoning inscriptions at the lowest price they ever fell to after you ought to have bought them for my account, the sum of 97,000 livres, and in addition to that, the sum as stated above, 61,723 livres, when I left Paris. Besides William Nott's note, payable to order, which ought to be worth $\frac{1}{2}$ say of the amount, which was

* Attachments.

† That is, William Codman, as before stated.

27,000 livres. These are facts, and they fully prove, that had you have complied with my orders, you always had full and ample security for any thing I could do *on your account*. And I say further, that if the inscriptions I ordered you to buy, had fallen to nothing, you still had full security in hand. The goods in Spain always remained and are there at this moment in your possession; Robiche's note good for 4,000 livres; Rose, always good security for what he owes me; the interest due on the inscriptions borrowed, and also the inscription itself, value at this moment at 50,000 livres, but which you sold and received the money for, at 18,723 livres, therefore had the inscriptions fallen to nothing, this sum would have been all clear gain to you, as you was only obliged to return me the inscription borrowed. It is therefore so clear, that let what would have happened to inscriptions, you was always fully secured from any loss on my account, that I am surprised that you should give this reason as an excuse for not complying with my orders. Therefore if you have not bought the inscriptions as ordered, the loss ought to fall on you and not me.

I could go on and give you one thousand reasons to prove the justice of my claim, and to prove the loss ought to be yours, and not mine. With regard to the opposition* you ought to have got the information and have known that the whole opposition, on account of Higginson, does not exceed 6,000 livres, a too trifling sum in this business to be mentioned.

But let us look and see how your security stood, with regard to the house. You know well the house was never put in your name, and only my promise that it should be,—suppose then Madame Vans had refused to place the house in your name, or give you the money when sold, or suppose the government had changed, instead of Buonaparte, it had been the old family, and a King established, where was your security then? But let us have reason and suppose what might easily have happened. A fire might have burnt up the house, what was then your security? Why just the security you had when I left Paris, of property fully equal to any loss that could have happened, or any engagements you had made or was making on my account. It is therefore clear, that the reason you are now pleased to give me for not buying the inscriptions, could have never existed in fact, and you have nothing but your opinion to justify your not complying with my positive orders to be executed without any reserve whatever. I therefore flatter myself, that after you have well examined this statement, you will acknowledge it true in all its parts and founded on facts.

You therefore now stand in my debt about 33,000 livres rent per annum in inscriptions, and also in cash about 25,000 livres, and also the 8,415 inscription borrowed.

But my friend to convince you I am disposed to make a great sacrifice for the sake of an amicable settlement, I agree to accept from you 22,500 livres rent, in inscriptions to be delivered

* Attachments on the property.

me, in any manner, form and time, as shall be agreed on. Also the 8,415 borrowed and cash 5,000 livres. Do this for me, and I will give you a receipt in full of all demands, and you shall also give me the same receipt, *it being understood that you are to pay my bill drawn in favor of your brother, for £100 sterling.*

I need not observe to you my present distressed situation, and how much at heart I have always the placing the value of these houses in inscriptions; you are well acquainted with it, in all its parts, you have therefore the means of doing me full justice, by enabling me to pay my debts and quitting France, which had you complied with my orders, I could have done much to my satisfaction. *You are a young man of good connexions, rich, and without a family to support, therefore act yourself and do me full justice.**

Remember I put full confidence in you when I left France, and never asked until my return anything to prove this transaction; and had you have died, it is probable I should have lost my whole property.

Remember also there was a time after Madame Vans had paid you this money, when 30,000 livres would have bought (when inscriptions were at 7. 10) all the inscriptions. I now ask of you, had you then have bought them and certainly the remainder 43,000 livres, would have been full security for the £2,000 credit, had I have made use of it, or had it existed. I could write a volume on this subject, and prove my full right to full payment agreeable to my orders.

But I conclude with praying your complying with my propositions, which will fully satisfy me, and which you can do without any inconvenience to yourself. In full expectation of an amicable adjustment, I remain, sincerely your friend, W. VANS.

N. B.—Should we be obliged to leave this business to arbitration, which God forbid, I here annul all what I have herein said and offered to you. I have not been so attentive and correct in this letter to you, as I should have been to another.

W. VANS.

No. 195.

[ORIGINAL.]

William Vans to R. Codman.

DEAR SIR,—Some people have called on me, with some little bills? will you be so good as to send me 500 livres by the bearer. Which I will return on settlement of our accounts.

Yours sincerely,

W. VANS.

I shall send you all my papers in an hour.

22d Fructidor, 8th year, }
Sept. 8th, 1800. }

* Not a word of John's liability!—The appeal is wholly to the young man, of good connexions, &c.

No. 196.

[ORIGINAL.]

William Vans to R. Codman.

PARIS, 28th Fructidor, 8th year. }

(14th Sept. 1800.) }

DEAR SIR,—In consequence of the conversation that passed between us, the 24th inst., wherein you verbally agreed to give me the next morning, the amount in money, for the interest due me for my inscriptions of 8,415 livres, lent you in the 7th year French Republic, for which inscription I have your obligation to return me on demand.* In consequence of your verbal promise, I made an engagement for cash to be paid on the performance of certain conditions, which I supposed would take place in the course of twenty days, but to my surprise, on my return home after I left you, I found a letter demanding cash this morning, as the condition was performed; this demand was unexpected, and I found it necessary to make use of your notes which I had verbally agreed to receive instead of cash, but to my great surprise after you had given me your verbal promise to give me these notes yet the moment I send for them you refuse to give them to me, from this refusal I was obliged to meet the person and get off my engagement as well as I could, which I succeeded in doing. On my return to my house I found two letters from you dated the 28th Fructidor, the contents I confess I was surprised at, and—but I have no observations to make on the subject only that the arrangement we verbally spoke of, has been broken by you and we have the work to go over again, I therefore consider everything in the state it was in at the date of your letter to me dated 25th Fructidor, 8th year. In this letter you offer me 20,000 rents including my inscriptions borrowed, my answer to this letter is simply this, that the inscriptions borrowed I have your obligation to pay on demand, therefore this has been already settled, and I now request you will be pleased to return me these inscriptions borrowed, with the interest thereon as soon as you can—With regard to the 73,000 livres paid you by Mrs. Vans to buy inscriptions with, I am disposed to settle with you amicably for, and to make a great sacrifice rather than to dispute by arbitration or any other way, and I see by your letter that we are not far off, in what I will agree to take and you to give provided we settle in an amicable way—But should we go to arbitration then these letters are to be destroyed. I shall therefore answer this part of your letter in three or four days, and I am *sure* you will agree to it provided you are disposed to take this letter as the basis of our settlement, and be assured that at present I have no thought to ask more than the 24,415 livres rent, with the interest due on the 8,415 rents *and the* £100 sterling.—In the mean time send me my account current and I will state your account accurately and then give you my proposals—in the mean time I pray you to be

* It seems from this that R. C. had given Vans an obligation on demand, which was afterwards exchanged for the obligation on time which Vans now produces. See No. 205.

so good as never to let our claims be a subject of conversation, but let every thing we say and do to each other be in writing. By this means we shall preserve harmony and good friendship one to another, which I pray God to continue is the wish of your friend,

W. VANS.

No. 197.

[COPY.]

[The following is from a copy in our possession, on a loose sheet, in the handwriting of Richard Codman.]

Richard Codman to William Vans.

PARIS, 2d Comp'y., 8th year. }
(18th Sept., 1800.) }

MR. WM. VANS.

SIR,—I have received your letter of yesterday's date from Dammartin—I am really at a loss to know what can induce you to misstate what we had solemnly agreed on and was put upon paper by yourself—you say that not a word is said in that paper of the 5,000 livres inscriptions, to be put in the name of Mrs. V.—you add further, “I requested you to fix it so, but you refused,”—what *can* induce you to make this assertion?—The words written by yourself and which I have now before me are as follows, word for word:—

11,000 livres, in 3 years.

8,415 livres, to be paid in 3 months.

Interest on the 8,415 livres, since Mr. Codman received them, to be paid in *bons*, or cash on demand.

5,000 livres, inscriptions on the head of Mrs. Vans.

*To pay the bill drawn in favor of your brother for £100 sterling.**

Another misstatement which I cannot account for. In the first part of your letter of the 28th Fructidore, you say that I verbally agreed with you on the 24th, to give you the *next morning*, the amount in *money* for the interest due you on the 8,415 inscriptions lent. I answer, that I never made you a promise of the kind. To the truth of which I call to witness——. To return to what you say of my refusing to put the five thousand livres inscriptions in the name of Mrs. Vans,—recollect one moment that after we had fixed upon our mode of settlement, you came to me to know if I would make the following alteration, that is to say to take from the 11,000 livres, to be paid in three years 2,000 livres rente, and add them to the 5, destined for Mrs. Vans, so that she would have 7,000 livres, to be paid in 3 months, 9,000 livres; this I refused, and this is all I refused after the bargain; before it was concluded I always refused a life annuity.—All these facts you know very well, why put me to the trouble of all this explanation? Agree at once to what you yourself proposed. I have always believed you a man of your word; don't

* Why was Vans so desirous to see John Codman's claim against him for £100 assumed by R. C. as a part of the proposed settlement, if he thought John Codman liable to him for a much larger sum?

permit me to have this one single instance before me to the contrary; they are favorable terms for you; do not delay I conjure you, if you attend to your own interest. You must feel the truth of what I write you; it is as true as that there is a God in Heaven. The arrangement accommodated you vastly well. Mrs. Vans was provided for (although you say I refused it) you had your 8,415 livres at a short period, and 14,000 for the interest in 2 months, and 11,000 livres as a fund for your creditors. You are now the master to do as you please. I hope to God you will comply soon with your agreement: your interest lies there. R. CODMAN.

No. 198.

[ORIGINAL.]

Vans to R. Codman.

PARIS, 3d Complimentary, year 8. }
(19th September, 1800.) }

MR. R. CODMAN.

DEAR SIR,—I have received your several letters, with the terms you propose for settlement,—these terms are such as I cannot agree to.

Therefore as you have fixed that if your terms are *not* accepted within two days from 30th Fructidor, year 8, you shall consider them null and void, and as I cannot accept them, I also now agree that they should be null and void. I refer you to several letters under date of 30th Fructidor, 1st and 2d Complimentary, with the terms enclosed, which terms if not accepted on or before 12 o'clock tomorrow, being the 4th Complimentary day, I consider said proposals null and void, I therefore pray you will please give me your definite answer, as soon as you can, before that time.

I am with respect, yours &c.

WM. VANS.

No. 199.

[COPY.]

[From a loose sheet, in the handwriting of Richard Codman.]

R. Codman to Vans.

PARIS, 4th Complimentary, year 8. }
(20th September, 1800.) }

MR. WM. VANS.

DEAR SIR,—I told you yesterday I should make you one more offer, which, if you agree to, the affair between us will be closed without troubling our friends. God knows I only make it for the sake of accommodation, for no power on earth can *make* me pay more than the cash I have received, deduction made of what I have paid for your account.

I will give you the 8,415 livres, with the interest thereon for the two last years.

I will give you Mrs. Vans' inscriptions to the amount of 6,000 livres, in which is included the one for William Vans,* the inter-

* Supposed to mean Wm. Vans, junior. See No. 215.

est to be regularly paid her in such money as the government pays, until the inscription is delivered. The bill from the Isle of France that I shew you yesterday, you shall take for 5,000 livres rente,—that is to say as though 5,000 livres paid you on signing agreement. I will give my note upon my personal security, payable not to exceed 4 years, for 4,000 livres rente,—interest to begin to run at the expiration of the 4 years. This amount was the basis of our former agreement. These are the last, and only terms I have to offer. If they should be agreeable to you, I will make the security such as you can desire.

R. CODMAN.

No. 200.

[COPY.]

From a loose sheet, in the handwriting of Richard Codman.

R. Codman to Vans.

PARIS, 5th Compl'y, 8th year. }
(21st September, 1800.) }

Mr. Wm. Vans.

SIR,—In answer to your letter of yesterday afternoon, I have to observe that the sacrifice I am disposed to make being entirely for the purpose of accommodation, the amount must be determined by the result of the arrangement we are now endeavoring to make.

5th Compl'y, (21st Sept.)

I have received your letter of yesterday, in answer to mine of the same date. You therein propose certain alterations to my propositions, but after I have well considered of these, notwithstanding my earnest desire to accommodate, I cannot consent to make any other alterations in my offers to you in my letter of the 4th Complimentary, but to agree to the first proposition, which is that Mrs. Vans, and Wm. shall receive in cash their 7,000 livres per annum, instead of receiving it as the nation may pay, and this payment to be made them yearly until I give them the inscriptions ;—as to the other parts of my propositions, I cannot deviate from them. I am sincerely,

R. CODMAN.

No. 201.

[ORIGINAL.]

Vans to R. Codman.

PARIS, 5th Complimentary, year 8, }
(21st September, 1800.) }

Mr. R. Codman.

DEAR SIR,—I have received your letter of this date, with the change of proposal therein contained. These proposals with those already made and passed between us, are such as neither party has thought proper to accept, and they are therefore null and void ; of course the agreement already made in your letter to me under date of ——— must now be put in execution, which is to submit to *arbitration*, our disputed claims. My claims

on you are for 73,000 livres, in silver, placed in your hands the 7th Prairial 7th year—(26th May, 1799,) to be invested in inscriptions teirs consolidated at the price of that day. Which inscriptions you told Mrs. Vans you had bought, and continued this declaration to her until my return from America to France, at which time inscriptions had risen about two or three hundred per cent. above the price you said you had bought them at. In this moment you come forward to me, and contradicted your declaration to Mrs. Vans, and tell me you have *not* bought them.

The subject then in dispute is whether you are to give me the inscriptions at the price of that day, or whether you are to give me inscriptions at any price, or whether you are to return me my house sold, or to return me the money as you received it from Mrs. Vans. In a word to submit to arbitration our mutual claims and their decision to be final. It is now sir for you to fix the manner, time, and place, when this arbitration shall be appointed, whether it shall be tomorrow, and when this arbitration shall take place is immaterial to me.

As at present I view this property lost to me, so it is my intention never more to give myself any farther trouble about it, only to leave it to arbitration, and their decision shall be mine.

I must now call again on you for the payment of my undisputed claim, one which you have repeatedly said, and which your letters and obligations confirms, and which you hold sacred. I mean the 8,415 rentes, with the interest thereon, which you borrowed of me about 2 years ago,—and for which loan I ask neither fee nor reward, only to return me them as I lent them to you, with the *bons* given or to be given for the interest already due thereon. With this little sum 'tis my intention to return in private to America, one half of which before I go I leave with Mrs. Vans.

Permit me then again to repeat and request you to tell me if you mean to arbitrate, and *when*.

Tell me also if you mean to give me my inscriptions, with the interest thereon and *when*.

Please also to send me your account current. This is all the favor I have to ask, and am with respect, your humble servant,
WM. VANS.

Please send me your answer this day,—with the names of two persons you would like as arbitrators.

No. 202.

[ORIGINAL.]

Account in Vans' hand-writing, as stated by himself, against Richard Codman only, in September, 1800.

RICHARD CODMAN, Esq.,* in account current with WM. VANS.

		Dr.	Cr.
7th year.	To an inscription of tiers consolidated borrowed of me, with the interest thereon, as per obligation, -	rentes	
Pluviose.	(21 Dec. 1798, to 19th Jan. 1799.) By cash received from Mr. Codman at different times, paid Madame Vans, and others, up to 7th Prairial, 7th yr. (26th May, 1799.)	8415	
7th Prairial.	To interest due on said inscriptions, from 1st Vend. 7th year, 1st Germinal, is 6 months, value in cash, liv. 3,500		12000
(26th May, 1799.)	To cash paid you by Mrs. Vans this day, to buy inscriptions of the tiers consolidated, - - - - - 73,000		
	To half my expenses to America, - - - - - 2,500		
		79000	
"	By cash in your hands this day, with orders to buy inscriptions,		67000
			79000

PARIS, 7th Prairial, 7th year, (26th May, 1799.) There remained in the hands of Mr. Codman,† on account of Mr. Vans, 67,000 livres, and 8,415 livres on inscriptions lent Mr. Codman. This balance Mrs. Vans ordered Mr. Codman to place in inscriptions of the Tiers consolidated. Therefore these balances due Mr. Vans are carried to a new account.

RICHARD CODMAN, Esq., in account current with WM. VANS.

		Dr.	Cr.
7th year.	To 67,000 livres in cash,		
7th Prairial.	invested in tiers consolidated,		
(26th May, 1799.)	agreeable to order, will produce, at 11. 5 sol. - - -	30000	
	To inscriptions lent, as stated in old account, - - -	8415	
		rentes, 38415	

* Was this a firm—the title of a house of trade?

† Not Messrs. J. & R. Codman, as Mr. Vans now pretends.

	Dr.	Cr.
To interest due on 30,000 rentes from 7th Prairial, 7th yr. to 1st Vend. 9th yr. is val- ued, at least, livres, 34,000		
To interest due on 8,415 rentes, from 1st Germinal, 7th yr. to 1st Vand. 9th yr. is value, - - - - - 11,000	45000	
By cash paid by Mr. Cod- man to different persons, from this date to 14th Fructidor, 8th yr. (31st August, 1800,)		11500
Balance in cash due Mr. Vans this day, from Mr. Cod- man, - - - - -		33500
		<hr/> livres, 45000

There is, therefore, due Mr. Vans this day, from Mr. Codman, 38,000 livres rentes, of tiers consolidated, and 33,500 livres in cash, which ought to be paid by the 1st of Vendemiaire, 9th year of French Republic, (22d September, 1800.)

No. 203.

[ORIGINAL.]

William Vans to Richard Codman.

1st Vendemiaire, 9th year. }
(22d Sept., 1800.) }

DEAR SIR,—I wrote you yesterday and gave you my final answer respecting my claim on you for 73,000 livres which I hope you rec'd.

To day again I renew the subject of the inscriptions lent which I pray you to fix a day when you will deliver them to me—But the interest due thereon I am about making a little speculation for about this sum, and want this sum immediately, I would therefore propose that if you cannot give me the money this day that you give me *YOUR notes** payable namely—

1	note for 5,000	payable in 30 days	
1	-	5,000	- 45 -
1	-	5,000	- 60 -

15,000 livres

this is the amount of the interest according to the price current of yesterday. I pray your answer, and am with respect your humble servant,
W. VANS.

No. 204.

[ORIGINAL.]

Wm. Vans to Richard Codman.

PARIS, 8th Vendemiaire, 9th year. }

At 6 o'clock in the evening, (29th Sept. 1800.) }

Mr. Richard Codman.

DEAR SIR,—While the transaction is fresh in my memory as stated to you in my letter of this date wrote at $\frac{1}{2}$ past 2 o'clock

* Not the notes of J. R. C.

this day, and given you by me which letter is not in my opinion sufficiently clear in its contents, I now again repeat my meaning as contained in said letter.—The agreement made between you and me, under date of 1st Vendemiaire, year 9. (23 Sept. 1800,) gives Madame Vans and my son William 7,000 livres per year rente in silver, and gives *your lands* as security for the fulfilment thereof and this interest on the inscriptions is to commence from the 1st Vendemiaire, 9th year. We have now agreed that this landed security shall not be exacted of you nor the inscriptions demanded *until I take off the oppositions laid on your property by Mr. Reubel on my account*, but at the same time you are to pay 7,000 livres interest to Madame Vans and my son, from the 1st Vendemiaire, 9th year, the same as if they had the security or the inscriptions as stated in our agreement of 1st Vendemiaire, 9th year, but the principal is to remain in your hands as security, until these oppositions are raised. This was the meaning of my letter and our joint opinion when the letter was wrote. I am with respect, &c.,

W. VANS.

No. 205.

[COPY.]

Copy and translation of the obligation given by Richard Codman for the 8415 rentes Sept. 29, 1800, being the same obligation which William Vans now produces as the foundation of his claim.

Je reconnais avoir reçu, à titre d'emprunt, du Citoyen William Vans, une Inscription tiers consolidé de la dette publique de France de la somme de huit mille quatre cent et quinze francs de rente annuelle, laquelle Inscription, qui était sur le nom de Madame Vans, a été transféré à une autre pour mon compte, et je m'engage à rendre au Citoyen Vans ou à son ordre, la surdite Inscription de huit mille quatre cent quinze francs de rente annuelle dans un mois, avec les intérêts à compter de ce jour. À Paris, le 8 Vendemiaire de l'an 9.

8415 de rente.

RICHARD CODMAN.

TRANSLATION.

I acknowledge to have received as a loan, from Citizen William Vans, an Inscription *tiers consolidé* of the public debt of France for the sum of eight thousand four hundred and fifteen francs of annual rent, which inscription, which was in the name of Mrs. Vans, has been transferred to another for my account, and I engage to deliver to Citizen Vans, or to his order, the aforesaid Inscription of eight thousand four hundred and fifteen francs of annual rent, in one month, with the interest, reckoning from this day.

Paris, 8th Vendemiaire, year 9. (Sept. 29, 1800.)

8415 rent.

RICHARD CODMAN.*

* It will be noted that this is the signature of Richard Codman alone, and made in Sept. 1800, more than two years after the dissolution of J. & R. Codman was known in Paris, and after Vans himself had been to Boston, and had a personal interview with John Codman, who was then doing business there publicly in his own name and for his own separate account. Did he believe then that this obligation gave him a claim on John?

No. 206.

[ORIGINAL.]

William Vans to Richard Codman.

DEAR SIR,—I have been with the banker of Mr. Vantophorst who will give me the money for the letter of credit, provided a Mr. *Hottenger*, an American living in the rue Province, No. 3, will say that Mr. Gray is a good man, and that I am equally good for this sum; therefore if you know this gentleman pray give me a letter to him immediately, that we may get money to live on and not die. Yours,

W. VANS.

12th Vendemiaire, 9th year. }
 (4th October, 1800.) }

No. 207.

[COPY.]

The obligation given by Richard Codman Oct. 5, 1800, for the 5000 rente provisoire, which Mr. Vans also produces as a foundation of his claim.

For value received in silver money, I promise to deliver to Mr. William Vans, or to his order, in three months from this date, an Inscription, commonly called Rente Provisoire, of the public debt of France, of one hundred thousand francs capital, or five thousand rents pr. annum. It being well understood that it is an Inscription Rente Provisoire, and not money, let the price of said rent at the time of delivery be more or less.

Paris, 13th Vendemiaire, year nine. }
 [5th Oct. 1800.] }

RICHARD CODMAN.

No. 208.

[ORIGINAL.]

An original memorandum of Richard Codman's, showing for what the obligation of 5000 rente provisoire was given, and what was the real cash debt which he owed to Mr. and Mrs. Vans, and the value at the time of the computation (supposed Dec. 1800) of the stocks in which he had promised to pay.

Memorandum.

Balance of account,	-	-	-	-	54,582 <i>lv.</i>
Rentes consolidé, 8,415 livres, worth	-	-	-	-	100,000 "
Rentes provisoire, 5,000 "	-	-	-	-	46,000 "
Interest in rente	-	-	-	-	4,200 "

 204,782 *lv.*
54,582 *lv.*

18,750 } received for the rente 8,415

13,500 } interest received on the 8,415 rente.

3,800 }

10,000 in cash.

 100,832

The three last sums form the demand for 5000 livres provisoire.

No. 209.

[ORIGINAL.]

Another original memorandum of Richard Codman's explaining his obligations, showing what they were given for, and the value of the stocks at the time of the computation, together with a schedule of property offered in payment.

Balance of account	- - -	54,582
Rentes Consolidé sold for	-	18,750
last 6 months of the 6th year	3,800×	
Cash rec'd after Mr. V.'s return	10,000×	

87,132 actual cash rec'd of
[Vans.]

Interest on the 8415 Rent which if I
had not sold would have been rec'd 13,500×

100,632

Balance of account	- - -	54,582	
8415 tiers consolidé	55 -	92,565	present value.
Rentes provisoire	5000 -	47,500×	in lieu of the 3 sums thus
½ years interest on 8415 rentes	4,207		[marked above×
		198,854	

Offered.

Estate near Dreux producing		
7200 per ann. neat rent	- -	100,000
Estate at Dammartin with the		
furniture	- - -	70,000
deduct insc'd by Mr. Mitchell	10,000	
Do. by Mr. Bertrand	- 22,000	
		32,000

		38,000
Bromfield & Houghton	- - -	35,000
Rose	- - -	11,500
Cutting	- - -	14,500

199,000*

[These memoranda, (No. 208 and 209) serve, with the aid of the correspondence, to explain the nature and origin of the whole debt.

R. C. held a certificate of French Government Stock, representing a nominal capital of 168,300 francs, transferred to him by *Mrs. Vans*, which stock he sold for 18,750 francs, (about \$3750) being all it would produce in the market. He received upon it an old Dividend, which was due from the Government for past interest. This was paid in *Bons*, another sort of Government paper, which produced in the market 3,800 francs. He *might* have received, if he had continued to hold the stock, farther payments of interest which would have produced 13,500 francs more, and with this he charges himself. All this belonged strictly to *Mrs. Vans*. He also received in some way for account of *Vans himself* a sum of 10,000 francs. For these three sums, viz. 3,800, 13,500, and 10,000, he gave in settlement an obligation to deliver Gov. Stocks to the nominal amount of 100,000 francs—worth at the time one of these memoranda was made 46,000 francs, and at the time the other was made worth 47,500.—For the Stock originally transferred to him by *Mrs. Vans* he gave his obligation to deliver an equal amount of stocks, worth at the time of one memorandum 100,000 francs, at another 92,565. For another 6 mo. int. on this stock, which he *might* have received if he had not sold it, he gave his note amounting to 4207 francs. Then there remained for settlement a balance of account of 54,582 francs for the proceeds of *Mrs. V.*'s houses sold by her order for 74,000 francs, out of which was deducted sums paid by her order, leaving the above-mentioned balance. The mode of accounting for this balance was the great subject of controversy between *Vans* and R. C.—*Vans* insisting (after a great rise of Gov't Stocks) that he should account for it *as if it had been invested in them at their lowest point of depression*. The whole cash debt to Mr. and Mrs. *Vans* together, appears to have been

proceeds of the houses, less payments,	54,582 francs.
proceeds of the Stocks sold,	18,750
interest received on the Stocks,	3,800
cash received after V's return to Paris,	10,000

(About \$17,000.) 87,132

of which 10,000 francs only, (about \$2000) belonged to *Vans* himself. Out of this, by counting the whole as his own property—(instead of his wife's) and reckoning what the stocks, if they had not been sold, *might have come* to, by interest, and rise of value, Mr. V. builds up a claim to more than \$500,000! At the time these memoranda were made by R. C. in Paris, reckoning the Stocks at their *then market price*, the whole debt to Mr. and Mrs. *Vans* together was about 200,000 francs, for

which R. C. offers property which he estimates at about the same sum.]

No. 210.

[ORIGINAL.]

William Vans to Richard Codman.

DEAR SIR.—I am getting my passport and all papers ready to take with me to Calais, but I want from you the following papers which Deville will copy and bring with him.

1st. Copy of your letter to Mr. Nott.

2d. A letter from you to me, saying that Nott owed me at that day the bill payable to order clear without any demand on me against it, and also say to me that the manner of accepting bills by the government is by inregistering of them in the department on which they are drawn—please also to send me the papers given you by Rose, belonging to me.—I cannot go without these papers, therefore pray send me them by the bearer. Yours,

W. VANS.

PARIS, 27th Vendemiaire, 9th year. }
(18th Oct., 1800. }

No. 211.

[ORIGINAL.]

Letter from John Codman at Calais, to Richard Codman at Paris.

CALAIS, Monday, 20th Oct., 1800.

MY DEAR BROTHER,—I arrived yesterday at this place, but find neither letter nor passport. I must wait till I see or hear from you, which I presume will be as soon as possible. Yours,

J. CODMAN.

No. 212.

[ORIGINAL.]

William Vans to Richard Codman.

30th Vendemiaire, year 9. }
(21st Oct., 1800.) }

DEAR SIR,—I pray you to have my inscriptions borrowed, ready to be delivered agreeable to your obligation, as *I shall transfer your obligation to a person with whom I have some business**—and who will be much disappointed if they are not ready to be delivered to him. The obligation for the rentes provisoire, I shall keep until I see the issue of the bill on Hamburg. By the way you have not sent me the letter agreeable to promise.

Yours, W. VANS.

I am at this moment setting out for Calais.

* This is the obligation for the 8415 rentes which Mr. Vans in fact negotiated to one Paccaud.

No. 213.

*Letter from Messrs. Hombergs to R. Codman.*HAVRE, 16th Brum. 9th year. }
(6th November, 1800.) }

Mr. Richard Codman.

SIR,—We have successively received yesterday and to day, both your esteemed favors of the 15th inst; by which you desire us to forward you copies of the accounts of sales of the cargoes per Enterprise, Catharine, Betsey, Commerce from Norfolk and from London, and of the Leonard.*

At the time of arrival of those vessels, the greatest terror prevailed in France, and we dared not keep our transactions regularly registered.† But in order to satisfy you, we are setting about collecting the materials, and as soon as we have succeeded, we shall have the pleasure of transmitting them to you. Interim we remain with esteem, sir, your obedient humble servants,

HOMBERG & HOMBERG, freres, & Co.

No. 214.

[ORIGINAL.]

*William Vans to Richard Codman.*PARIS, 21st Brumaire, year 9. }
(11th Nov., 1800.) }

Mr. R. Codman.

DEAR SIR,—I wrote you before I left Paris, that *I had negotiated your obligation*, and that *in consequence of your brother's arrival, I had requested it not to be presented for a few days*. I am now three days without telling you the situation you have placed me in, requiring me to see you daily; and as your bill for 4,207.10 is due *money lent*, and I have not a shilling and cannot command money for it, I hope you will find means to pay it *after deducting the 1,300 livres I have had of you on account*.‡ I must also repeat my request for my account current that I may know for what I owe you 23,000 livres, which you state in your letter. The letter on Hamburg promised you have not sent me at present I do not want as *I have negotiated your obligation—for goods*§. The

* These were adventures sent by J. & R. Codman from America, the proceeds of which had gone into R. Codman's hands, and of which he had rendered no account to his house, and had kept no regular account himself. The Hombergs therefore are desired to furnish these accounts in order that R. Codman might make a settlement for them with his brother J. Codman, then at Paris.

† Mr. Vans calls for all the books of J. & R. Codman. They are produced. All the account books of R. Codman which exist, (and they are mere memoranda, not regular account books) are also produced; but Mr. Vans affects to disbelieve that there are not other and regular account books. Yet Mr. Vans produces *no books himself*;—and it appears from this letter that the Hombergs, one of the first mercantile houses in France, regularly established, and doing extensive business, *dared not keep books at that period*!

‡ Another small note given by R. C. to Vans to pay 6 mo. interest on the 8415 rentes.

§ The obligation for 8415 rentes which had been sold by Vans to Paccaud, though he now pretends that Paccaud held it merely for his accommodation.

letter respecting the lands you may or not send as you choose as I have always your *honor* to do justice.

But while you delay settling this business you do me great injury and prevent my settling my affairs, and make me eat my last shilling in attending on you. For God's sake then do do something and let me leave this hellish country.* I am busy all day long and am only at home before 9—and after 5 in the evening.

Yours, W. VANS.

No. 215.

Letter from Messrs. Hombergs to R. Codman.

HAVRE, 23d Brum., 9th year. }
(15th November, 1800.) }

Mr. R. Codman, Paris.

SIR,—We had the pleasure of addressing you on the 6th, and we now inclose you duplicate of the sales in specie to the commission of your cargo tobacco per the Leonard, Capt. Hackett, from Norfolk, together the sales at auction of the cuttings, and our disbursements on the whole in assignats. Notwithstanding the strictest search, this is the only account we have till now discovered, and we much fear, as we have before hinted, that the others will be irrecoverable by reason of the irregularity in which the time of terror forced us to keep our writings. Nevertheless we shall continue overhauling our papers, and if any thing more is found, you will immediately receive the same. With regard, we remain, sir, your humble servants,

for J. Homberg & Homberg, freres,
A. H. HOMBERG.

No. 216.

[ORIGINAL.]

William Vans to Richard Codman.

PARIS, Brumaire 26th, year 9. }
(17th Nov., 1800.) }

Mr. R. Codman.

SIR,—I again repeat my request to you for my account current which you tell me in your several letters amounts to 23,700 livres. *As I settled and paid you all I owed you on leaving France,*† I cannot conceive how I can owe you this sum, therefore please send it me that I may know. Please also to send me the letter respecting the lands to be given me as security for 7,000 livres rentes placed in the name of Mrs. Vans & Son.

* At this date J. Codman had been in Paris near three weeks, and this letter shows that Vans knew it. Yet the correspondence proceeds between Vans and R. Codman alone, and the claim is made upon the latter alone, without an intimation from either party that J. Codman had any interest in the business.

† It would seem from this passage, and a former one in another letter, that when he sailed on the tobacco speculation, Vans had been indebted to Richard Codman and then paid his debt off and settled all accounts, so that the account now called for commenced on or after January 15th, 1799; and all the contracts existing between Vans and Richard Codman at the date of this letter, had their origin long after the dissolution of John & Richard Codman.

I must also again repeat my request for payment of your obligations given me for moneys I have lent you, upon your sacred word of honor to return it to me when demanded; two years you have had this property and for which I have never received a shilling interest for the loan.*

I have placed these obligations as security for an engagement and if you do not pay them I must give it up and still be as I already have been a sufferer by this loan. Then for God sake come forward and settle this business and you will very much oblige your humble servant,
W. VANS.

Please answer the foregoing questions in writing that we may well understand each other.

No. 217.

{COPY.}

From a loose sheet, in the handwriting of Richard Codman.

Richard Codman to William Vans.

30th Brumaire, }
(20th Nov., 1800.) }

Mr. Wm. Vans.

DEAR SIR,—The enclosed copy of a letter I have this morning written to Mr. Montflorenc, is an answer to that part of your letter which respects the 8,415 livres inscriptions; the *rente provisoire* are on my list and will be equally provided for. With respect to the 7,000 livres for Mrs. Vans, I intend to put that matter upon another footing, and secure it more solidly by mortgaging the whole of that estate which produces me 7,200 livres, rent net, of which I have already made a sale to Mrs. Vans. I am thinking I had better get Lavellee notary at Dammartin to make the accounts. I should however like to see you to talk of this, as well as to propose to you an object for payment of the first two objects mentioned in this letter.

If you like, I will call and breakfast with you to morrow, between 9 and 10. If this should suit you, let me know by the bearer. Yours sincerely,
R. CODMAN.

No. 218.

{ORIGINAL.}

William Vans to Richard Codman.

Mr Richard Codman.

DEAR SIR,—I have received your letter of 30th Brumaire, with the copy enclosed you sent Mr. Montflorenc, and I will not decline telling you my surprise and regret, at finding you insult Mr. Montflorenc because he has been my mediator in a contract which would have given me a considerable benefit. I am sorry to find you are disposed to consider those your *torments*, who undertake a mercantile commission for me.

And I must now inform you that it is my fault that *your obliga-*

* While Vans is thus urgent on Richard Codman, John Codman is in Paris and abundantly able. Why does not Vans call upon him?

*tion is protested.** When I made this contract under the direction of Mr. Montflorenc inscriptions were at 36 livres, to day they are 33, therefore the person with whom I made this contract wishes to be off his contract but I refused to let him off until he protests your obligation; for why should I lose 5,000 livres, will you pay them to me? (I believe not,) besides the advantages of the contract? Therefore sir the moment your obligation is protested, our agreement, which you have repeatedly said to me was of no value in law, and which I find to be true, ceases and becomes null and void as declared in the contract.

But to prevent a lawsuit which will cost you 100,000 livres and me 50,000, I again repeat and request you will please leave all demands of every kind to arbitrators, and their decision shall be mine. For I am well convinced you and I can never agree upon this business as we have already been four months endeavouring to settle, and it is still where it was unsettled. I must again repeat my prayer for my *account current*, that I may know what has become of my property placed in *your* hands by Mrs. Vans, I shall therefore wait your answer to this letter before I protest your obligation. If like an honest man you mean to do justice you will consent without delay to arbitrate my demands—but if you refuse me this justice I must protest your obligation and do as well as I can.

I must remind you that all our concerns is on account of *monies I have lent you* to be appropriated agreeable to my orders, I am therefore *not* to be put on your list creditors.† Yours with respect,
W. VANS.

PARIS, 1st Frimaire, 9th year. }
(21st Nov., 1800.) }

No. 219.

[ORIGINAL.]

William Vans to Richard Codman.

Mr. Richard Codman,

SIR,—Doctor Swedeaux has agreed to take your note payable to him for 1,000 livres, payable in one month from this date, please write the note, and send it to me by the bearer, and I will endorse this sum on your note given me, and due the 13th last Brumaire,—I will answer your letter of yesterday fully to day.

I am, your obedient servant,

W. VANS.

1st Frimaire, 9th year. }
(21st Nov., 1800.) }

* So that it seems R. C.'s obligation for the 8,415 rentes which fell due about the 1st of November was to be protested while J. C. is in Paris, and yet he is not called upon.

† Vans was at this time aware that R. C. was really insolvent. He claims therefore to be put on the footing of an *honorary* creditor, and not to stand on the *common list*. Why so, if John Codman, then in Paris, was also liable? There was no fear of his insolvency.

No. 220.

[ORIGINAL.]

William Vans to Richard Codman.

Mr. Richard Codman,

SIR,—I think we both agreed last evening that the memorandum we had signed, dated the 1st Vendemiaire, 9th year, was become null and void. I will therefore thank you to send me this paper by the bearer, or if you do not choose to send me this paper, then send me a letter,—in which you shall say, that by mutual consent the agreement made the 1st Vendemiaire, the 9th year, is null and void. This will prevent my protesting the billet of 8,415 rentes, which I must otherwise do to day, for my own security, and as you want time to make out your accounts, I agree to wait days for them, at which time we will endeavor to come to some amicable arrangements.

I will wait provided you send me the letter or memorandum above requested,—which I pray you to send me by Deville, the bearer of this letter. I am, with respect, W. VANS.

3d Frimaire, 9th year. }
(23d Nov. 1800.) }

No. 221.

[COPY.]

[From John Codman's Travelling Letter Book.]

John Codman to William Vans.

PARIS, 29th Nov. 1800.

Mr. William Vans,

SIR,—On the other side is a statement of the bill protested, which you gave me in Boston sometime since. The amount to your debit £118. 1s. I am now in the same want of the reimbursement of the sum, viz. for my expences in a foreign country that you was when I endorsed your bill, I therefore cannot doubt you will feel the necessity of my immediate reimbursement, which will oblige,* Yours, J. CODMAN.

Bill,	-	-	-	-	-	£100
Damages,	-	-	-	-	-	10
Charges,	-	-	-	-	-	2. 1s.
Interest one year,	-	-	-	-	-	6

£118. 1s.

No. 222.

[ORIGINAL.]

William Vans to Richard Codman.

(Without date—supposed between 21st }
Nov. and 8th Dec., 1800.) }

Mr. Richard Codman,

SIR,—I have received your statement, and make you the following offer.

* This is the first communication between John Codman and William Vans at Paris. Does it look as if John Codman supposed himself a large debtor to William Vans?

1st. You owe me 8,415 rentes, lent T. C.*—with the interest thereon due, and coming due, not paid, amounting to liv. 106,000
 Rent provisoire, value to day - - - - - 47,500

liv. 153,500

For this demand, *owing to your deranged state*,† I will accept as full payment the £100 sterling bill, given by me to your brother, and also your estate at Dreux and that of Cravenoux, in full payment.

These two estates cost you *about 75,000 livres, and no more*,—you owe Mrs. Vans for the sale of her two houses, which money Mrs. Vans gave you to buy inscriptions, T. C.‡ *and which inscriptions are valued this day, 400,000 livres.*

To this demand I will advise her to accept the following payment in full.

1st You to pay her 3,000 livres per year, for ten years, at which time you may acquit her by paying her the sum of 30,000 livres.

2d. The little house, near Dammartin, which cost you 12,000 livres.

3d. The furniture at Dammartin, value about 5,000 livres.

4th. Your demand on Rose, who says it is 8,500 livres.

5th. Cash down, 5,000 livres.

All papers in your hands belonging to me, to be returned, and all expences of transfer, &c. to be at your expense. I would observe to you, *that the rent provisoire I have sold according to law, and negotiated a long time ago the rent T. C.§ I therefore do not fear your buying my debts, or having oppositions put in your hands your threats have no effect on me*,—I expected before this you had put in your *bilan* ;|| remember you can persuade me to do any thing but drive me to nothing.

I have called at your house, but did not find you at home. I go this day at 3 o'clock at Mr. P. and tell him to meet Berni to-morrow at that house. My statement of truth what I lose by you in accepting the enclosed offer.

First rentes due Mrs. Vans, value	-	400,000
lent	- - - - -	106,000
P.	- - - - -	47,500

553,500 livres.

The property I will accept,

1st. Dreux cost you - - - 50,000

2d. Cravenoux " " - - - 25,000

* That is, *Tiers Consolidé*.

† Deranged state? Whose? J. & R. Codman never were in a deranged state. John Codman was at that moment in Paris, worth 300,000 dollars.

‡ The house was *Mrs. Vans'*—the money was paid to her, she put it (73,000 francs,) into Richard Codman's hands to buy inscriptions. Is that a mercantile transaction, or a private trust?

§ Thus it would seem that Vans had parted with both the obligations on which he now founds his claim.

|| *Bilan* means putting in a list of creditors on a bankruptcy. "I expected before this, you would have declared yourself bankrupt." What! and John too?

Furniture Dammartin	-	-	-	8,000
Cash ten years	-	-	-	30,000
" to day	-	-	-	5,000
Little House cost	-	-	-	12,000
Rose demand	-	-	-	8,000
J. Codman's bill*	-	-	-	2,400
				<hr/> 140,400 liv.

THUS PAY 4s. IN THE POUND.†

WM. VANS.

No. 223.

[ORIGINAL.]

Vans to R. Codman.

(Without date, supposed between 21 Nov. and 8 Dec. 1800.)

Mr. Vans makes the following proposal to Mr. Codman for a final settlement.

To 8,415 rentes T. C.

By the estate at Dreux, giving a net rent of 7,250 livres per year.

By all demands of John Codman and R. Codman against Mr.

To 100,000 rente *provisoire* and Mrs. Vans from December 1798, to this day, including the £100 sterling bill of exchange.

There will then remain 73,000 livres due Madame Vans for the sale of the 2 houses, and this demand made by Madame Vans on account of the 73,000 livres shall be settled in the manner following. Mr. Codman shall choose 20 men, and Mrs. Vans shall choose 20 men; from Mr. Codman's 20 men, Madame Vans shall choose 5 men; from Madame Vans' 20 men, Mr. Codman shall choose 5 men. These 10 names shall be put in a box and a third person shall draw out one, and this one man shall be the sole arbitrator who shall say whether Madame Vans shall receive the 73,000 livres and interest and quit.

If Madame Vans is only awarded this sum it shall be paid in the following manner; one third in one year in a billet to order bearing interest of 6 per cent.; one third in the same manner in two years, and one third in the same manner in three years. But if he should give damages on the inscriptions, then these damages and inscriptions over and above the 73,000 livres shall be paid in billets of 12,000 livres each to order, in ten years without any interest thereon. In ten days after this agreement is signed, Mr. Codman shall give Wm. Vans, as a present, 5,000 livres in cash, to enable him to quit France. On signing this agreement, all papers and notes claimed by each party shall be given up. An answer before 12 o'clock is requested.

* In every paper of proposals, J. Codman's bill for £100 is advanced. Why? J. Codman had paid it, and held Vans for it; but if J. Codman owed Vans as partner \$40,000 or more, why so anxious to have J. Codman's little £100 bill paid?

† Willing to take 4s. in the pound! John Codman liable, and then in Paris!!

No. 224. Original statement, made at Paris, of R. Codman's debts and property, in R. Codman's handwriting, Dec. 1800.			
DEBTS.		France.	France.
To Mr. Voght of Hamburg,	-	60,000	60,000
To John Codman of Boston,	-	260,970	80,000
To Mr. Richard Skinner,	-	20,000	90,000
To Mr. Recamier,	-	28,000	20,000
To Dr. Edwards,	-	50,200	28,000
To Mr. Wiggitt of London,	-	22,000	-
To Mr. Choulouen of Paris,	-	5,200	70,000
To Mr. Leroux,	-	1,450	50,000
To Mr. Babut,	-	2,300	-
To Dr. Swedieaux, (5,500 ditto 790)	-	6,290	20,000
To Mr. Pitcairn of Hamburg,	-	2,500	-
To Mr. Bertrand,	-	21,000	-
To Mr. Homberg of Havre,	-	13,000	50,000
To Mr. Lamy of Paris,	-	15,000	12,000
To Mr. Peltier of Paris,	-	14,000	35,000
Sundry small debts,	-	8,000	19,000
To Mr. Andrews of Boston,	-	24,000	14,000
To Mr. Vans, 8,415 liv. rente, at 47 liv. 10,	79,942 10	-	12,000
To Ditto for my note,	24,000	-	7,000
To Ditto for balance of accounts,	60,000	-	-
		168,942 10	140,000
To Mr. Mitchell of Paris,	-	10,000	658,900
To Mr. Berrier, Lawyer,	-	1,000	280,000
		<u>728,652 10</u>	<u>878,000</u>
CREDITS.		France.	
By estate at Gournaay,	30 60	-	-
Estate at Dammartin,	40 80	-	-
Estate and affairs at Tours,	70 90	-	-
The Million Bill,	30 70	-	-
Tupper from Havre,	10 20	-	-
Estate at Firmaincourt,	180 320	-	-
The Heirs of Md. Joly,	140	-	-
The Estate at Betz,	320	-	-
Due from Tupper,	-	50,000	-
Putnam and Callender,	-	12,000	-
Bromfield and Houghton,	-	35,000	-
William Lee of Boston,	-	19,000	-
Nathaniel Cutting,	-	14,000	-
Leach of Dunkirk,	-	12,000	-
Deblois William,	-	7,000	-
By an Estate near Chartres,	-	-	140,000
* Deduct bad debts,	-	-	140,000
Estates ever rated,	-	-	-

* The words in italics, with the figures of deduction, in the left hand column of the credits, are in John Codman's hand writing.

No. 225.

[ORIGINAL.]

An original paper, in John Codman's hand-writing, made at Paris, and purporting to be an estimate of Richard Codman's Losses in France.—(Dec. 1800.)

By the purchase of a debt due from the Govern-	Sterling.
ment, to Griffith, being for a cargo of rice, - -	2,000
By the brig Elizabeth and cargo, taken and car-	
ried into England, - - - - -	2,000
By an adventure to Lisbon, with Joseph Russell	
and others,* - - - - -	1,000
By Dide and Scribe . - - - - -	4,000
By moneys lent to people unable to pay, - -	7,000
By goods ordered from Voght, and afterwards coun-	
termanded and sold with loss, - - - - -	2,000
By inscriptions borrowed of Vans and sold, now	
worth more than they sold for, by - - -	2,500
By cotton imported from Lisbon, in the Thetis, -	4,000
By Do. in the Elizabeth, - - - - -	2,000
By loss on the Estate Rue Bougoyne, sale being	
annulled by legal decision on minors' claims, -	4,000
By interest money paid, - - - - -	6,000
By expenses during eight years, - - - -	8,000
	<hr/>
	£44,500

No. 226.

A letter from W. Vans to R. Codman.—[No date.]

MR. R. CODMAN.

SIR,—I have been with Mr. Montflorenc this morning, who thinks the time affixed in the award, too short for the arbitrators to give in their award, and we also think it is better to draw up the bond without penalty, on account of enregistering, and I think, and he with me, that the name of Celeste R. Gouvain for Vans should be mentioned in the bond both for your security, and for mine, as I shall make out your account current, in the joint name of myself and wife. This changement I have made in our bond agreed on yesterday I hope will meet your approbation, and you will please write an answer to Mr. Montflorenc, and inclose this letter in it, that he may have the papers ready by tomorrow at this hour. I am &c. W. VANS.

Mr. M. says the award to be given in 20th Nivose, instead of the 10th as it now stands.

* The same doubtless which Mr. Russell refers to in his affidavit. See No. 99.

No. 227.

[ORIGINAL.]

*Vans to John Codman, at Paris.**PARIS, 17 Frimaire, year 9. }
(8 Dec. 1800.) }

Mr. John Codman.

DEAR SIR,—Your brother R. Codman informed me yesterday that you had wrote me a letter, telling me that the bill of mine you had endorsed, had been returned to Boston protested, and that you had paid it. This letter I have not received. As your brother has charged me this bill in his account, it is proper before I allow the charge, that you should give me a receipt for payment of it.

I wrote your brother from Boston, 24th July, by Mr. Bromfield, that I had given you up the letters of credit, &c. This letter your brother says he never received, but a letter of the same date you sent by Bromfield and Houghton gave him this information; pray tell me which of the two you sent your letter by, was it Bromfield, or was it Mr. Houghton? Please return me an answer by the bearer. With respect your humble servant,

WM. VANS.

No. 228.

[COPY.]

[From John Codman's Travelling Letter Book.]

John Codman to Vans.

PARIS, 8 Dec. 1800.

Mr. Wm. Vans.

SIR,—I have been expecting a reply to mine of the 29th Nov. which I sent you by the penny post; instead of which I received to-day yours of 17 Frimaire. I can answer it no other way than to send you a copy of mine of the 29th Nov., which I cannot account for that you have not received. I am &c.

J. CODMAN.

No. 229.

[ORIGINAL.]

*Vans to John Codman.*PARIS, 17 Frimaire, 9 year. }
(8 Dec. 1800.) }

Mr. John Codman.

SIR,—I again repeat to you that the letter you say you wrote me, I never received, and should not have known you had wrote it, had not your brother told me of it yesterday, and at the same time informed me the bill had gone back protested.† I now inform you that this bill was drawn by me on the joint account of

* This is the first communication from Vans to John Codman at Paris, where he had then been, with Vans' knowledge, more than six weeks; and instead of asserting a claim against J. C., it is endeavoring to evade the payment of a demand made by J. C. on Vans.

† This letter which Mr. Vans thus denies the receipt of, was produced by himself before the Legislative Committee of 1835!!!

your brother and me, which no doubt your brother has informed* you; and I now also inform you that your brother has charged me in his account this £100 bill. *You will therefore please look to him for settlement of this bill*, and send me the receipts requested, and I will thank you to answer the latter part of my last letter. I am with esteem your humble servant; W. VANS.

No. 230.

[ORIGINAL.]

Vans to R. Codman.

(No date, supposed between 8 Dec. 1800, and 24 Jan. 1801.)

SIR,—You are without dispute my debtor for 38,000 livres in a rente provisoire, besides the large sum now in dispute before arbitrators.†

You know well sir, I have not money to buy me daily bread. Yet you refuse me the trifling sum of 500 livres. What am I to think of you in this situation, when you have a number of estates clear, and yet you refuse to give me money or security which will enable me to get money.

Take care, sir, what you do. Money I will have while life exists, and be assured *you* or I cannot live. I send you a copy of your bill, the original must be placed where I can command sufficient money to live on, until the arbitration is finished.

W. VANS.

No. 231.

[ORIGINAL.]

Vans to R. Codman.

No date,—(supposed between 8th Dec. 1800, }
and 24th January 1801. }

Mr. R. Codman.

SIR,—I am neither a fool, nor a rogue, and shall do with property in my hands as I choose, without doing any thing contrary to law, honor, and justice; but I am to be no longer your dupe.

W. VANS.

Pay me sir, 10,000 livres, borrowed; deliver my deeds of lands; deliver me 4,000 livres, bill of Compadrè; deliver me the 5 or 6 years interest due on 8,415 rentes lent; and not like a *rogue*, refuse to do now what you gave me your most sacred word of honor you would do, which you have forfeited more than once; but the time is not far off when I shall have *satisfaction* and it is not probable we shall both ever quit France *alive*.

* A distinct admission to J. Codman himself that the whole tobacco concern was a private one of R. Codman and Vans.

† Thus it appears that a reference was made of matters in dispute between Vans and Richard Codman, at the very time John Codman was in Paris.

No. 232.

[ORIGINAL.]

Account in the hand-writing of Richard Codman, as stated by him 21st Dec. 1800.

MR. WILLIAM VANS, }
and MRS. VANS, } their account current with RICHARD CODMAN.

		Dr.	Cr.
7th year. Prairial 7. (26 May, 1799.)	By this sum received of Mr. Reubell, for the sale of his two houses in the Rue de l'Université, 74,000,—deduct 1,000 paid Mrs. Vans, - - - - -		73000
9th year. Nivose 1. (21 Dec. 1800.)	By interest on the same to this date, 1 year, 6 months, 20 days, at 6 per cent. per annum, - - - - - To this sum, including interest paid for him at sundry times, agreeable to note herewith, - - - - - Balance due Wm. Vans, to new account below, - - - - -	25261 8 54582 7	6843 15
	livres tournois,	79843 15	79843 15
9th year Nivose 1. (21 Dec. 1800.)	By balance due on old acct. as above, By 8,415 de rente, borrowed of Mr. Vans, in the 7th year, bearing interest from 1st Vendémiaire, 9th year. NORX. Interest on the last 6 mos. of the 6th year, and the 7th and 8th years paid. 5,000 rente provisoire payable in rentes.		54582 7
Pluviose 1.* (21 Jan. 1801.)	To a bill of Exchange drawn from the Isle of France, 28th Germinal, yr. 5, on the Paymaster General of the Department of the Marine, enregistered at the Bureau du visé, 20th Floreal, 6th year, payable in six months, exigible the 30th Brumaire, 7th year, for one million of livres. The said bill was entrusted to Mr. Vans, for sale, which sale has been made by him for one hundred and ten thousand livres specie, of which he has touched ten thousand livres,	110,000	

Errors Excepted.

(Signed,)

RICHARD CODMAN. †

Paris, 1st Nivose, 9th year, (21st December, 1800.)

* This original account seems to have been returned to R. C. and the last item to have been added to the account, at the date which it bears, being subsequent to that under which the account was rendered.

† Mr. Vans also produces another account rendered by Richard Codman, (of which we have no copy,) in which is charged the £100 bill drawn by Vans, and endorsed by John Codman, for Richard Codman's account.

No. 233.

[ORIGINAL.]

*Account in the handwriting of Richard Codman, as stated by him
21st Dec. 1800, exhibiting the items which compose the sum of
25,261 8 in the account current next preceding.*

Mr. WILLIAM VANS, }
and Madame VANS, }

to RICHARD CODMAN,

Dr.

For sundries, at the following dates, and interest up to the 1st of Nivose,
9th year French Republic, at 6 per cent. per annum.

		Interest.			Totals.
		Livres.			Livres.
7th year.					
Nivose 30.	To the sums paid Mrs. Vans, to pay the month of Nivose, - -	500	23mos.	57 10	557 10
Pluviose 10.	do. paid do.	500	22½	56 13	556 13
20.	Mr. Bourne, of Amsterdam, for this sum paid you, - - -	600	22½	67	667
Ventose 10.	Cash paid Mrs. Vans, do. do. -	500	21½	54 3	554 3
Germinal 10.	do. do. -	500	20½	51 13	551 13
Floreal 9.	do. paid Mr. Delorme, do. Mrs. Vans, -	120	19½	11 16	131 16
10.	do. do. for Mariette, do. sent Mad. Gouvain, -	500	"	49 3	549 3
15.	do. do. for Mariette, do. sent Mad. Gouvain, -	600	19½	58 10	658 10
22.	do. do. for Mariette, do. sent Mad. Gouvain, -	500	19½	48 2	548 2
Prairial 2.	Your note paid Dr. Swedieaux, with interest, -	4412	19	419 3	4831 3
7.	Cash paid Mrs. Vans, Your draft of 10th Floreal, on Caspar Voght, to be paid 10th Messidor, and which Mr. Voght has passed to my debit, -	500	18½	46 17	546 17
15.	Cash paid Mr. Demilly his charges on the house sold Mr. Reubell, -	3100	"	290 12	3390 12
	Do. paid the paver's bill, -	478 15	18½	44 6	523 1
	Do. do. slater's bill, -	36 10	"	3 6	39 16
Messidor 10.	Do. paid Mrs. Vans, -	500	17½	44 3	544 3
Thermidor 10.	Do. do. -	500	16½	41 13	541 13
Fructidor 10.	Do. do. -	500	15½	39 3	539 3
8th year.					
Vendemiaire 10.	Do. do. -	500	14½	36 13	536 13
Brumaire 10.	Do. do. -	500	13½	34 3	534 3
20.	Do. sent Mad. Gouvain, -	500	13½	36 6	533 6
Frimaire 10.	Do. paid Mrs. Vans, -	500	12½	31 10	531 18
Nivose 10.	Do. do. -	500	11½	29 3	529 3
Pluviose 10.	Do. do. -	500	10½	26 13	526 13
Ventose 10.	Do. do. -	500	9½	24 3	524 3
Germinal 10.	Do. do. -	500	8½	21 13	521 13
Floreal 10.	Do. do. -	500	7½	19 3	519 3
Prairial 10.	Do. do. -	500	6½	16 13	516 13
Messidor 10.	Do. do. -	500	5½	14 3	514 3
Thermidor 10.	Do. do. -	500	4½	11 13	511 13
Fructidor 10.	Do. do. -	500	3½	9 3	509 3

9th year.								
Vendemiaire 10.	Do.	paid Mrs. Vans,	500	29	6 13	506 13		
Brumaire 10.	Do.	do.	500	18	4 3	504 3		
Frimaire 10.	Do.	do.	500	8	1 13	501 13		
	Do.	paid M. Trotte, by order of Mrs. Vans,	200	"	13	200 13		
	Do.	paid Mr. Peirier, for 4 quarters' rent,	660	}				
		Interest on same, esti- mated at 6 months,			6	19 16	679 16	
		To cash paid for remov- ing to the Rue de la Revolution,					50	
		To error, the articles since the commencement of the 8th year, being in france, instead of livres tournois, say 1 1/4 per cent. on 9,251,					115 13	
					{ liv's			
					{ tour.	25261	8	

Errors excepted.

(Signed,)

Paris, 1st Nivose, 9th year, (21st Dec. 1800.)

RICHARD CODMAN.

No. 234.

[ORIGINAL.]

*The note given by Richard Codman to John Codman in settlement
of an account at Paris Jan. 1, 1801.*

PARIS, Jan. 1, 1801.

Upon the final settlement of all accounts this day between me and my brother John Codman of Boston, I acknowledge that there is due to him the sum of forty eight thousand three hundred and twenty eight Spanish milled dollars and fifty seven cents, which I promise to pay him or his order on demand with interest, having signed triplicates of like tenor and date to serve as one.

48,328⁹ dolls. 57⁹ cts.¹

RICHARD CODMAN.

* JOEL BARLOW, } Signing witnesses to
ROBERT FULTON, } one of the three Notes.

* This is a memorandum in pencil in the hand writing of John Codman, at the foot of one of the two originals in our possession. The third which contained the original signatures of Fulton and Barlow as witnesses was sent back to France. See John Codman's letter to Babut No. 319. This note was given for the balance of the account which follows, No. 235.

THE PARIS ACCOUNT.

Being an Account settled at Paris between John Codman and Richard Codman, Jan. 1, 1801.

[ORIGINAL.]

Dr. Mr. Richard Codman, of Paris, his <i>European Account</i> * with J. & R. Codman, of Boston.		Cr.	
1795	£	1795	£
April 23 To Clough's bill on Leavenworth.....	461	April 23 By Assignats furnished Clough 9500 a 6d each...	237 10
ly 23 To paid you in London by Capt. Coffin.....	96	May 12 By Remittance to Barings pr Catherine, 9288 3 9	
g. 31 To your draft on Barings, 29th Aug. '93.....	163 12 8	Lombard, 5131 3 8	
do. do. do. 22d Jan. '94.....	275	Briard, 3011 18 6	
1796		Fletcher, 4167 17 10	
† May 27 To ship Gov. Bowdoin sold for.....	3000	do do 1820 8 1	
Aug. 8 To paid his order to Homberg's.....	1433 14 4	do. on De Bons, 504 6	
do. his draft on Willink, 48 48 19.....	436 8		

[continued on next page.]

* The account it will be seen consists of two parts. This part is called R. C.'s *European* account, because it exhibits the sums which R. C. had received and paid in Europe, for the House of J. & R. C. It is proved to be a correct account by other documents. For example, numerous items are stated as paid and received through the Barings. Their original accounts show the same items. A large part of the debit side consists of proceeds of cargoes sent from America to France, and there sold by R. C. The account books of J. & R. C., show that these adventures continued outstanding. See also J. C.'s letter, No. 72, calling upon R. C. to account for these cargoes. R. C. is also charged in this account with 30,000 guilders, drawn from the hands of Cremeret. Respecting that see J. C.'s letters to Cremeret, and to R. C. Nos. 165, 172. R. C. is credited with two-thirds of seven cases of looking glasses, belonging to him, in the hands of Messrs Homberg's, at Havre, transferred by him to J. C. Respecting this item see Homberg's letter No. 96. It will be observed also, that R. C. is credited with upwards of £5000 sterling, for *commissions*, and *brokerage*, and *difference of exchange*. The balance of this account being £10,000, and upwards, to the credit of R. C., is carried forward into the next account, called the *American Account*.

† For this item see No. 376, a document published by Vans.

bills on Hamburg, remitted to Rucker & Wortman	8100 4284	15			
To proceeds of sundries left at Dunkirk, belonging to the Catherine's cargo, 10,903 Liv.		954	13	4	
To proceeds of the Thetis' cargo from Boston...		454	5		
To do. do. from Lisbon...		8688	1	5	
To so much charged by Barings as short rem'd by Voght.....		9731	12	10	
To fr's 30,000 which you draw from Cremer of Rotterdam, belonging to John Codman.....		665	2	2	
To Martin Dormer's drafts &c.....		2700			
To the ship Abigail's freight from Bordeaux to Dunkirk.....		215	5	9	
To paid Jonathan Oakes a debt you owed him 751 Liv.....		750			
To paid Joseph Blake for 655 Marks silver 1421 0 6		31	5	10	
Deduct your draft on account the above, 5555 55 s 4 6					
		171	6		
		118061	14	2	
To balance to another account, viz. the American Account.....		10991	8	11	
		£129053	3	1	

Paris, 1st January, 1801

J. CODMAN.

£129053	3	1
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1797	do.	William Shattuck.....	888-88
Feb.	do.	Sam'l Cobb.....	4351-10
	do.	Freeman & Baly.....	1200-
	do.	Sam'l Blagge.....	3555-55
	do.	Sam'l Brown.....	666-66
	do.	Jona. Oakes.....	444-44
	do.	T. Cutts.....	3420-
	do.	James Swan.....	1000-
	do.	T. Cutts.....	1000-
	do.	James Prince.....	1800-
	To do. Sam. Prince,	2409 24	
	To bill on London, £250,	1111 11	
	do.	2363 41	
June 20	His draft to J. H. Hoos.....	5883-76	
	do.	10500-	
	do.	11500-	
	do.	12000-	
	do. John Jeffrey.....	5744-01	
	do. do. Crocker proceeds 8 hhds. tobacco.....	1415-11	
Oct. 2	Paid E. Crocker proceeds 8 hhds. tobacco.....	1415-11	
1798	Paid his draft to James Prince.....	2000-	
Jan. 23	do.	2000-	
	do.	1415-78	
	do. Delamotte.....	11800-	
	do. James Prince 4 drafts.....	2-79	
	Paid protesting Bromfield's bill.....		
May 1	To sundry bills paid by John Codman, since the dis- solution of the partnership.....		
	to Andrews.....	2000-	
	to Fellowes.....	2000-	
18	to Brown.....	2000-	
"		2000-	
	of the Thetis' cargo.....	13110-87	
	By the balance of Caspar Voght's drafts and remittances to Baring.....	4900- 7	
	By do. Rucker & Wortman's.....	16004-31	
	*By balance of the European Account, £10,991 8 11 sterling.....	48850-80	
	†By 177,000 Livres in a debt due from the French Government, and assigned to John Codman, valued at.....	8000-	
	‡By the brig Eliz. and cargo.....	9267-80	
	By his share in his father's estate.....	2822-	
	By † the lands on which the old rope walk stood... By ‡ the land granted by the town of Boston.....	1500- 500-	
	By the balance per note of hand.....	127081-14	
		48328-57	

* This is the balance of the first part of the account brought forward, and here put to R. C.'s credit.

† A claim for a cargo of rice. See No. 276, explaining it.

‡ This was the vessel and cargo, which, through Tudor's agency, had been transferred by R. C. to J. C. (See No. 169, 179,) but which being captured by the British, resulted only in this sum. We have a copy of this account in R. C.'s hand writing, in which the item is expressed thus — "By brig Elizabeth and cargo—netting £510 5s sterling—\$2267 80."

[continued on next page.]

June 30)	to Chipman.....	1800-
Aug. 7)	to Andrews.....	2000-
	over credit on money paid Coffin.....	7-47
1799		
Feb. 14	Paid his draft to Brown.....	6000-
	do. do. Fellowes.....	6000-
	do. do. do.....	3000-
	do. do. do.....	3000-
	do. do. Mackay.....	2011-62
	do. do. Brown & Ives.....	453-28
	do. do. Joseph Blake.....	493-
	Paid Dohrman of his Bon for his draft to E. Church,	
	350 000 715.....	489-54
	Paid do. to Buffington, 1324 138 715.....	1851-90
	Paid William Codman for your draft to Bromfield..	28-58
		175409-71
	Dollars	
	*Cash lent at Paris since by I. C. to R. C.	
	An. 9.	
	Nivose 5.	296 30
	Nivose 12.	2000
	Pluviose 6.	872 65
	7.	12000
	11.	4009 80
	"	230
		19408 75

* This is a memorandum in J. C.'s hand writing, at the foot of the account, indicating sums lent by him to R. C. at Paris, after the date of this settlement.

Dollars 175409-71

PARIS, January 1, 1801.—Then settled the above Account, extended from two other sheets, and balance reduced to a Note of Hand, by which the said Richard Codman acknowledges himself indebted to John Codman, the sum of forty-eight thousand three hundred and twenty-eight dollars, fifty-seven cents, in full of all debts, dues, and demands between them. And it is understood that the said John Codman undertakes to pay Messrs. John & Francis Baring, of London, all their just demands against the late House of John & Richard Codman, of Boston; and that the said Richard abandons all right, title, and demand, to all effects whatever, of said John & Richard Codman's.

J. CODMAN,
RICH'D CODMAN.

No. 236.

[ORIGINAL.]

Vans to Richard Codman.

PARIS, 4th Pluviose, 9th year.* }
 (23d January, 1801.) }

Mr. Vans presents his compliments to Mr. Richard Codman, and requests he will please send him by the bearer,—the following papers :—

The bond left in his hands by Mr. Deblois for me, the deeds of lands and power of attorney. The *bons* for the last semestre of the 5th year, and the 1st semestre of the 6th year, due on the 8,415 rentes lent him. Also Compadre note for 4,000 livres. Also James Prince's power of attorney. These papers Mr. Codman has given *his sacred word of honor*, to deliver Mr. Vans when demanded ; he therefore expects them by the bearer.

W. VANS.

No. 237.

[ORIGINAL.]

Vans to J. Codman.

PARIS, 5th Pluviose, year 9. }
 (January 24th, 1801.) }

Mr John Codman,

SIR,—I have been told that Mr. R. Codman had called at my house since I left you this morning, and was sorry I was not at home. *At present, after thinking of the situation in which your brother has placed me, I have come to a resolution to settle WITH HIM THROUGH YOU, if you will give me any terms I ought to accept.*†

I therefore propose to you for to say to me what you will give me in money for my demand of 145,000 livres, and quit. And also what you will give Madame Vans for her demand,—for if you offer any thing I can accept, I will settle with you. At the same time permit me to observe to you that I have two obligations of Mr. Codman, *which will put him in jail, if I choose*; and also it is in my power to prevent both you, and your brother, from leaving this country, until this business is settled.‡

Therefore sir, if you have me in your power *to get possession of*

* At this date Vans recovered a judgment against Richard Codman, before the Tribunal of Commerce at Paris, on his obligation for the 5,000 *rente provisoire*. Why did he *sue* Richard, without even making a demand upon John ?

† The question is often asked by Mr. Vans, why did John Codman propose terms of settlement, if he was not liable for the debt ?—This letter from Vans himself furnishes the answer. He first invites John Codman to make a settlement between Richard Codman and himself, and then asks why John Codman proposes terms, if he is not liable ?

‡ Mark the distinction in this threat. I have *obligations of Richard Codman*, which will put *him in jail* if I choose. It is in my power to prevent you also from quitting France, *not by putting you in jail for debt*, but by embarrassing the settlement of your affairs, or complaining of you to my friends of the Police as a dangerous citizen.

the property, I have you in my power to keep you at Paris, and unless you make use of your power, I shall not make use of mine.*

I am, sir, with great respect, your humble servant,

W. VANS.

N. B. I have *my agents' in the departments* who will give me immediate notice of your having a *bill of sale of your brother's estates.*†

No. 238.

[ORIGINAL.]

Vans to John Codman.

PARIS, 9th Pluv., year 9. }
(28th Jan. 1801.) }

Mr. John Codman,

SIR,—On my return home last evening, I found your card, with a request that I would call on you this morning.

In answer to this request, permit me to say to you, that before I will enter into any negotiations or arrangements with you, or your brother, I must receive from you or him, the following papers, 1st. The bonds, &c., left with R. Codman, *as an arbitrator*‡ in the dispute between Deblois and me; 2d. The deeds of land, and power of attorney, to be sent by R. Codman to you; § 3d. My *bons* due as interest on 8,415 rentes, T. C., *lent R. Codman*, for the 2d semestre of the 5th year, and the 1st semestre of the 6th year; 4th. My bill given R. Codman, by *Rose* of Compadre for 4,000 livres, and all other papers placed in *the hands of R. Codman in trust*|| by me on my leaving France for America.

When these papers are delivered up to me, I shall be willing to enter into an amicable arrangement, provided we can agree.

I am with respect, yours,

W. VANS.

No. 239.

[ORIGINAL.]

Vans to John Codman.

PARIS, 10th Pluv. year 9. }
(29th Jan. 1801.) }

Mr. John Codman.

SIR,—Since I wrote you last, I understand both you and your brother has called on me, and I am sorry I was not at home. But if you or him will call on me this evening, I shall be at home,

* How could J. Codman have *power* to get possession of R. Codman's property, if instead of being a creditor, he was then a copartner? How could he get it from Vans, if he himself and his property were liable to Vans?

† This then was what he apprehended,—that Richard would use up all his property, in *paying John*, and thus leave Vans in the lurch! Yet if John was his debtor, of what consequence was it if the property should be transferred to John? Would it not have been as open to attachment then, for John's debt, as it was before for Richard's?

Was this a partnership business?

§ This also was a part of the arbitration business, as appears by other letters.

|| The language throughout indicates a private trust, and a separate claim on R. C. for a loan to him.

and glad to see you, as I am always ready to receive and accept any propositions which you may please make,—such as I can accept *with the great load of debts I am embarrassed with—my debts in England—which I understand you mean to buy. If you will buy them, it will give me great pleasure, as I feel confident I can arrange with you for the whole of them, and I believe it would be a good speculation on your part.* All I ask is to be free and clear from embarrassments for five years, *and with your credit, I can pay all my debts, if they were a million.** Therefore, sir, consider your own interest, buy my debts and arrange with me, and your fortune will be made. Yours, W. VANS.

No. 240.

[COPY.]

[From J. Codman's Travelling Letter Book.]

*John Codman to Vans.*PARIS, 11th Pluv. year 9. }
(30th Jan. 1801.) }

Mr. Wm. Vans.

SIR,—I have received yours of the 5th, 9th, and 10th, concerning *your demand on my brother,†*—I should be glad to converse with you on the subject before my departure,—have called twice at your house for this purpose. I am of opinion that measures which I understand you are taking will eventually injure you both. If you can call on me this morning, I shall be at home till 12. J. CODMAN.

No. 241.

[COPY.]

[The following is taken from J. Codman's Travelling Letter Book, where it is in his own hand-writing.]

J. Codman to Vans.

11th Pluv. 9. (or 30th Jan. 1801.)

Mr. Vans.

SIR,—I have written to you this morning requesting an interview, but the messenger returned, saying you had gone out. I now enclose you a statement, which forms the basis of what I would *advise my brother to agree to.* I have not consulted him about it, for he too is gone out. Consider of it well, and meet him or me on the subject; it is for the honor and reputation of both of you, to terminate your affairs, particularly as many difficulties attend litigations in a foreign country, and lawsuits are expensive and vexatious to all parties.

I am your most obedient,

J. CODMAN.

* He knew the value then of John Codman's credit, though it is not so clear how he expected to get the use of it.

† Why does not Vans reply, sir, my demand is not on your brother, but on you?

*Statement enclosed in the foregoing, as copied from same Letter Book.**

Terms of settlement proposed to Wm. Vans, for his demand on R. Codman for the 8,415 rentes.

The lands at Chartres,† which rent for upwards of 7,000 livres per annum, one for the other, on condition that these lands shall be subject to three years' redemption, i. e. any time within three years, if R. Codman, or his heirs or assigns, pay W. Vans, his heirs or assigns, the said 8,415 *rente tiers con.*, with the interest thereon, that then the said lands and their rents shall be returned, and revert to the said R. Codman. Balance of account due from R. C. to Wm. Vans, 1st Nivose, year 9. (21st December, 1800,)—54,582. 7; also the value of the *rente provisoire*, whatever that may be liquidated at, or any other demand which exists between them; for this amount R. C. to subscribe his note of hand to W. Vans, payable at such times as they may agree, on condition that if R. C. can possess himself of any debts due by W. Vans, or Freeman & Vans in England, or elsewhere, that the said Vans will accept them in offset one for the other in equal amount. Mr. Vans will please consider that the 8,415 *rentes tiers con.*, was sold by R. Codman for less than 20,000 livres, which now costs him 100,000 to pay it, and that of this 20,000 livres, raised by the sale of these rentes, some part was paid to Madame Vans by his order before any monies belonging to Madame Vans came into R. Codman's hands,—the operation of which is oppressive to Codman. Mr. Vans will also consider R. Codman's recent losses, and that this proposal may eventually secure Mr. Vans his whole demand, *which no other creditor can expect.*‡

No. 242.

[The following is a spurious and fabricated letter, published by Vans in one of his pamphlets, without title page, at page 16, as his answer to the foregoing letter from John Codman,—fabricated as evidence that he then charged John Codman as a *copartner* of Richard Codman.]

Vans to John Codman.

PARIS, Pluv. year 9. (1801.)

Mr. J. Codman.

SIR,—I have duly received your letter of 11th Pluviose, and note your offer therein contained, as well as the manner you express yourself; but I cannot accept it, *unless the Dreux or Rivery estate are given for the 8,415 rentes. The demand you have on Madame Danuel, and the Firmancourt estate, you say are worth 60,000 livres.*§ Your letter states that you make me this offer for your brother; but you say you have not consulted him about it;

* Wm. Vans has never produced this statement—but constantly produces one not in J. C's hand-writing, but in R. C's; and very different in its terms from this.

† Also called the estate at Dreux.

‡ Distinct notice of R. C's *insolvency*,—why does not Vans then call on J. C. for payment?

§ J. C. had said no such thing—which of itself proves this letter to be a subsequent fabrication.

and say, meet him or me on the subject; *which proves that you both are one and the same person. And I can assure you I do not fear for my money, as I can prove you are copartners.*

Your humble servant,

W. VANS.

No. 243.

[The following is the genuine answer to the foregoing letter from J. Codman to Vans, dated 11th Pluviose, year 9. The original, in Vans' own handwriting, is fortunately preserved, and proves the former to be a mere fabrication.]

Vans to John Codman.

PARIS, 12th Pluv. year 9. }
(31st Jan. 1801.)* }

Mr. John Codman.

SIR,—I received your letter, which you did me the honor to write to me under date 11th Pluviose, with the statement enclosed, making me an offer for a settlement WITH YOUR BROTHER R. CODMAN,† which generous offer does honor both to your head and heart. At the same time permit me to make some observations on this offer.

The 8,415 rentes, T. C., I lent YOUR BROTHER, no doubt in your mind, as well as his, (at this day) is a criminal act, as well as the loan of the rente provisoire, and also Mrs. Vans placing the 73,000 livres in his hands to buy inscriptions, which *for my folly* in TRUSTING YOUR BROTHER I ought to lose.

This from the treatment I receive from you and him appears to be your opinions, and if I do not accept the offer of settlement you are pleased to make me, you intend I shall lose my money, —(however I am not afraid.)

I now make some observations to you, respecting your situation, and demand on your brother R. Codman. 1st. Your demand on him proceeds from the sales of several cargoes belonging to J. & R. Codman, sent to France *during the existence of THE HOUSE OF J. & R. CODMAN*, and also from the bills drawn by J. & R. Codman on their house in Boston, in favor of James Prince, and others. This is the fact, and I can prove it.‡

The next fact is that there is *several judgments obtained against your brother, and several inscriptions made on his estates BOUGHT AT THE TIME THE COPARTNERSHIP OF J. & R. CODMAN EXISTED.* It is also well known *your brother has settled and paid Mr. Recamier 12,000 livres, for his demand of 28,000 livres.*§ Therefore,

* On the day of the date of this letter, Richard Codman executed before a Notary at Dreux an obligation for 110,000 fr. to his brother, accompanied by a mortgage, to secure in part the balance due him.

† For a settlement *with your brother!* why not for a settlement with *yourself*, or with *your house*, if it was a partnership business?

‡ This paragraph is correct, and proves that Vans knew *when* the copartnership was *dissolved*, and the course of the business.

§ This shows that Vans knew that R. C. *was then bankrupt*, having compromised one debt at less than 50 per cent, therefore R. C.'s conveyances, he argues, would be void in law. The settlement with Recamier was in fact made as here stated only four days before. See No. 291.

sir, as I am in full possession of these facts, and being also well informed that *any transfer your brother may make to you or others IN HIS PRESENT SITUATION will be null and void according to law, I THEREFORE, feel full as secure in my situation, as you can be in yours*; and do not fear that either you, or he can do any more injury to me in this business, than you have already done. It is not my wish to go to law, on the contrary I am willing to make a great sacrifice for the sake of a settlement.

This day I have three lawyers, who meet to determine whether I ought to accept your offer or not, and their decision I will follow.

This decision I will communicate to you to-morrow. Law I detest, but the moment I enter into it, if it takes all I have to get justice, it shall go, and when all is gone, this world will be too small for such men as *your brother and me* to exist in.* You had therefore better think well of the sacrifice. I would advise Mrs. Vans to make of her demand of the inscriptions, a sum which *may* amount to 40,000 sterling. This sacrifice I was in hopes would have induced you to have made me honorable offers, but which I find from present appearance is not your intention to make. Therefore sir, *if you persist in your demand on your brother's estates to the injury of HIS CREDITORS*,† you must take the consequence, as at present I do not mean to make any other sacrifice than those already declared to you and him.

I am with respect, your humble servant, W. VANS.

No. 244.

[ORIGINAL.]

Vans to John Codman.

No date, but fixed at 17th Pluv. year 9. }
(i. e. 5th February, 1801.) }

Mr. John Codman.

SIR,—In consequence of your offer this morning‡ I make you the following proposals to accept, - - - 200,000

Cash down,	- - - - -	60,000
R. Codman's obligation in the name of those Mr. Vans chooses§ at ten years, for 100,000, paying an interest of 3,000 livres per year, to be paid annually,	- - - - -	100,000
A little House near Dammartin,	- - - - -	12,000
Putnam's note,	- - - - -	12,000
Rose's note,	- - - - -	9,000
		<hr/> 203,000

* Why is this threat confined to Richard, if John also was answerable for non payment of the debt?

† Here is the gist and marrow of all this correspondence. All Vans feared, was J. Codman's attachment on R. Codman's property, or conveyances of it by R. C. to J. C., but not a thought had he of a claim on J. Codman himself.

‡ What this offer was will appear by the letter of J. Codman to Babut, under date of 8th February following.

§ i. e. made payable to the name of such person as he may appoint.

The house I allude to is a house Mr. Codman paid 12,000 livres for, with my money, during my absence. W. VANS.

No. 245.

The following is taken from Vans' Pamphlet, entitled, "A true Statement," &c. at p. 19, and is the answer to the foregoing note of Vans to J. Codman, without date.

Richard Codman to Vans.

PARIS, 17 Pluv. 9 year. }
(5 Feb. 1801.) }

Mr. Vans.

SIR,—It is utterly out of my power to comply with the offer contained in the letter to my brother under this date. It might perhaps be accepted if the article of 60,000 were taken out of such property as I have, say Bromfield and Houghton's note.

Yours,

R. CODMAN.

No. 246.

Vans to R. Codman, in reply to the foregoing.

Mr. R. Codman. No date, but fixed at 17th Pluv. year 9. }
(i. e. 5th February, 1801.) }

I have received your note in answer to my letter to your brother. I observe that the 60,000 was the offer made me by your brother, instead of *Dreux*. Therefore if you prefer to give me *Dreux* instead of the 60,000, I will accept it. I make this sacrifice for an amicable settlement; if you refuse this sacrifice, take care of yourself, for depend upon it you will repent it in dust and ashes.

W. VANS.

No. 247.

[ORIGINAL.]

Vans to the Messrs. Codmans.

PARIS, 18 Pluv. year 9. } *
(6 Feb. 1801.) }

Messrs. J. and R. Codman.

GENTLEMEN,—It was my intention this morning to have waited on you in person. But on reflection, I found we were always farther off in conversation than in writing. As I have made up my mind, and am fixed in my determination to make you an offer which will enable both of you to quit France in 10 days.

"First, I will for myself and Mrs. Vans, with her consent, accept to receive such a part of your estates in France as shall be *our proportion*† which shall be ascertained by arbitrators or law as you chuse.

* R. C. at this date executed a deed assigning to J. C. as farther security for his debt a mortgage on an estate called Cremille for the sum of about 151,000 francs, and an estate called Firmancourt.

† That is, upon rateable distribution among R. Codman's creditors. He says, "your estates," because at the date of this letter R. Codman had executed conveyances of these estates, or made notarial acts, having the effect of mortgages, to secure J. Codman for the debt he owed him.

"Second, The balance which shall appear to be due us after deducting this part, shall be paid in 10 years in billets to order with interest thereon. I mean one tenth part to be paid annually, for which billets is to be given. *Mr. Richard Codman to give bond for the fulfilment of this agreement and to leave Mr. Barlow to execute it.**

I now offer you my services to settle all your affairs in France, and state to you the manner I will settle them.

1st. Give me a full power of attorney to settle all your affairs with every body (except myself) which shall be left to Barlow; also to dispose of your estates to the best advantage. My plan is this, to remove every demand now inscribed against your estates by giving my own notes, which with the moneys due you and coming due, will pay off all troublesome demands.

Your estates I mean to keep until peace value, and at the same time I mean to make use of them both for your interest and my own. As soon as your estates are clear from the present demands, I mean to get a credit of merchandise to amount, say from 1 to 500,000 livres, payable at 9 months credit, and give your estates as guarantee; this merchandise shall be sent to J. Codman at Boston for our joint account, and I am sure to gain from 50 to 300 per cent. profit.

The profits of this shipment *will enable R. Codman to pay his debts in America*† and the capital you must take care to remit me in season to pay for the merchandise.

In this mode of settlement I serve both you and myself, as the credit of 9 months gives time for your estates to grow in value, and the profits on our shipment *will enable R. Codman to pay both me and others*. And for my advantage I have this credit which I get in consequence of your estates. Therefore should this plan meet your approbation I am ready to give bonds to amount of my demand on you, to do all I can for your interest. I am, gentlemen, with respect your humble servant,

W. VANS.

N. B. I wait at home one hour for your answer.

No. 248.

The following is from Vans' Pamphlet, addressed "To the Senate," &c. (at p. 17,) and is the answer to Vans' note of the 6th Feb. addressed to J. & R. Codman.

R. Codman to Vans.

PARIS, 28 Pluv. 9 year.

[True date supposed to be 20 Pluviose, 9 year. i. e. 8 Feb. 1801, as John Codman had left Paris before the 28 Pluviose; and the date of the letter referred to is 18 Pluviose.]‡

Mr. Vans,

SIR: I received this morning your letter *directed to me and my*

* It will be noted that *Richard's* obligation only is asked for.

† That is, his debts to John Codman chiefly.

‡ On inspection of the original, when produced by Mr. Vans before a Legislative Committee, it appeared that a blot over the supposed 8 made the true figure illegible. It seemed most likely that the true date was 20 or 21 Pluviose, i. e. 8 or 9 Feb., and this corresponds with the time at which John Codman, in fact, left Paris

brother. *The plans of future operations will not be convenient for me to be concerned in.* My first wish is to liquidate all existing concerns between us, and to begin the world anew.

The terms I offered you I have now in my power to give, because my brother is yet here and will discharge his claims, if I can immediately adjust with you. It is infinitely more for your interest to close with those terms than to take any other method; the Firmancourt estate is not in my hands, but perhaps I can obtain it again at this moment. I will give that, which is worth 60,000 livres, and my note payable in ten years for 100,000 livres, or in lieu of the Firmancourt estate, I will give you in cash in 2 months from the present date 40,000 livres. If you see fit to call immediately after the receipt of this you will find me at home and my brother also, who goes at 12 o'clock. Yours, R. CODMAN.

No. 249.

The following is from Vans' Pamphlet, addressed "To the Senate," &c. at page 16.

Richard Codman to William Vans.

*Pluv. 1801, (supposed 20th Pluv.) }
(i. e. 8th February.) }

Mr. Vans.

SIR,—It is impossible to bring our affairs to a close by writing. My brother goes for Calais to-morrow morning. If you will call on us before 10 o'clock, you will find us at home. In the meantime I adhere to my proposal of last evening. Your humble servant,
R. CODMAN.

No. 250.

[COPY.]

[From John Codman's Travelling Letter Book.]

John Codman to Babut.

PARIS, 8th February, 1801.

Mr. Peirre Benoît Babut,

SIR,—I have executed in your favor two powers of attorney, which will enable you to act in my behalf in the concerns of my brother.

My brother has offered to Wm. Vans, to whom he owes 200,000 livres, the estate at

Dreux,	-	-	-	100,000
Betz,	-	-	-	12,000
Bromfield,	-	-	-	25,000
Rose,	-	-	-	10,000
Cutting,	-	-	-	14,000
Tupper,	-	-	-	39,000

200,000 livres.

* When produced before the Legislative Committee in 1835 the date of this note was found to be partly torn off so that the month "Pluv." only could be fixed by it.

If Mr. Vans accepts this offer, and he and his wife discharge my brother in full, and take off all oppositions that are laid on his estates, then you will please to discharge the Dreux estate, upon which I have got inscribed 110,000 livres. I have already handed you Mr. Lacaze's acknowledgment concerning the Firman-court estate, which I consider as mine, and I now hand you my brother's bill of sale of the Cremille estate, or demand on Grandin and Delon, *both which are to remain sacred with you for my use, and when encashed the proceeds to be remitted to Sir. F. Baring & Co. of London.* These estates may possibly be opposed by Mr. Vans, from whom I hope to see an adjustment with my brother before I leave Europe. All you can oppose to him is to refuse to discharge the Chartres* lands, until such adjustment takes place.

If my brother settles with Vans in any way so as to clear the two estates Firmancourt and Cremille, you will relieve the Dreux estate at his request. I leave with you neither account current or obligations, between my brother and me, as I think them unnecessary,† and I have already given you more trouble than I can justify to my feelings. Accept sir, my hearty thanks and present my best respects to Madame Babut and to your worthy and respectable connections at St. Germain. I need not add how thankful I shall be to receive your commands in America, or with what zeal I shall execute them. Being your obliged, and humble servant,

J. CODMAN.

No. 251.

[ORIGINAL.]

A Letter from R. Codman at Paris, to J. Codman, in Calais.

PARIS, 12th Feb., 1801.

MY DEAR BROTHER,—I have nothing in particular to say to you by this post. We are to have a meeting this evening, at Mr. Berrier's, when I hope to do something with Vans; the result I shall inform you of by to-morrow's post. In looking over my books and papers since you went away, I find in a little book that I kept at the time,‡ an account of sales of the cargoes by the Enterprise and Catherine, both these you will receive per to-morrow's post.

I am this minute going out with Mr. Taney, to sign the papers of the Burgoyne Estate, and to-morrow I shall touch part of the cash. Adieu, my dear brother, always sincerely yours,

R. CODMAN.

The time will come, when I shall make you amends for all your cares and solitudes.

* That is, the Dreux estate.

† The notarial obligations for 110,000 fr. and 153,000 fr. having been already executed and registered.

‡ The book here referred to containing these accounts has been found, and was produced before the Legislative Committee of 1835. It is nothing more than a memorandum book. There are two or three such, and no other books are known to have been kept by Richard Codman in France—nothing like a regular merchants account book.

No. 252.

[COPY.]

[From John Codman's Travelling Letter Book.]
From John Codman, at Calais, to Babut at Paris.

CALAIS, 13th Feb., 1801.

Mr. Babut,

SIR,—I wrote you before I left Paris, and now repeat my thanks to you for all your civilities. I hope nothing on the part of Mr. La Caze will interrupt you in recovering the full value of the Firmancourt estate *for me*, whenever it is sold. My brother must do everything to accomplish this object, and by no means permit any deviation to take place in this arrangement, *as I have advanced for his uses in Paris, upwards of 20,000 livres, part of which to Mr. Recamier was expressly to redeem this estate, in addition to all my former advances.** I must ask your friendship to be continued to my brother; *but at the same time I must request you to hold my security in the two estates, Firmancourt and Cremille, for the purposes expressed in my last,—and to refuse discharging my claims on the Dreux estate, while any opposition or embarrassment lays upon these.* With regard, I am yours, J. CODMAN.

No. 253.

From R. Codman at Paris, to J. Codman at Calais.

PARIS, 13th February, 1801.

DEAR BROTHER,—You will find here enclosed copy of the Enterprise and Catherine's sales, as taken from notes that I made at the time, and which are exact.

The rendezvous took place last evening, but we agreed on nothing. Berrier insists that I shall only give Vans the Dreux estate and nothing more; they appear willing to take up with my offer, as made before you went away.

I am afraid much that the opposition of Deblois will be a stumbling block in the way. He was with me this morning, and seems to think hard that I do not enter completely into his views; but he does not enough consider what sort of a man I have to deal with, and how much it imports my future welfare to get rid of him. I shall continue writing you until I hear that you have left Calais, and then I shall write by the way of Holland.

Yours very affectionately,

R. CODMAN.

No. 254.

[ORIGINAL.]

William Vans to Richard Codman.

27th Pluv., 9th year. }
 (15th Feb., 1801.) }

Mr. Richard Codman,

SIR, you tell me in your letter 26th Pluv., that you have never been able to fix me to anything; this declaration from you is

* See the Mem. at foot of account settled Jan. 1, No. 235, and the account of J. C.'s Banker, No. 235.

proved, by the different letters and papers I have, to be false. Pray sir how came I by *your* obligations for 8,415 rentes, which you have had for years to pay on demand; pray how came I by *your* obligation for 100,000 rente provisoire? Do you owe me these sums or not, or do you deny them. If you owe them, pay them to me, or do you dispute them? Yes you do dispute them, and I am obliged to go to law to get my right.

*You pretend you are not able to pay**,—pray why do you not call then your creditors together, and prove this fact to them. You have long declared you would put in your *bilan*† why do you not do it? do you suppose that after what has passed between us, that I can take your word respecting your debts? no sir I cannot, nor will not believe you, unless I am allowed to examine your affairs, which as you pretend to be an honest man, you have no right to refuse. If your estates do not grow worse by *keeping*, so my bonds do not grow worse; but you think as you have got nearly all my property to starve me into your terms; but in this you will find yourself mistaken, and I can, thank God, without your assistance, stand my ground as long as you can.

I was in hopes my letter yesterday would have produced some effect on you, but I am mistaken, and find that nothing but law will settle our affairs. Yours, W. VANS.

Dreux,	-	-	-	-	100,000
Firmancourt or Dammartin,	-	-	-	-	60,000
Rose,	-	-	-	-	10,000
Cash,	-	-	-	-	40,000
Cutting,	-	-	-	-	10,000
‡ Bill of exchange in favor of John Codman,					2,400

222,400 livres.

I will accept these terms, provided I know it by 12 o'clock—after that time it will be out of my power. W VANS.

No. 255.

[COPY.]

Richard Codman to William Vans.

PARIS, 27th Pluv., 9 yr. }
(15 Feb. 1801.) }

Mr. Wm. Vans,

SIR,—I owe you 8,415 Rentes T. C. at 60 fr. 102,000 francs.
5,000 Rentes Prov. at 50 fr. 50,000
Balance of account, 54,000

206,000

I am ready to give you in payment Estate at
Dammartin and Furniture, at, - 80,000 fr.
Inscriptions on it to be deducted, 33,000

47,000

* It was never pretended by any body that J. Codman was not able to pay.

† That is, declare yourself bankrupt.

‡ This Bill of Exchange always comes into every proposal.

*Estate at Dreux, at	-	-	110,000
Demand on Cutting,	-	-	14,000
Do. on Rose,	-	-	10,000
Do. on Bromfield & Houghton,	-	-	28,000
			209,000

It is impossible in any point of view for me to pay more than $\frac{1}{2}$ of what I owe you. If you choose to accept the terms above mentioned I will bind myself to give them, provided you accept them within 24 hours from this date.

RICHARD CODMAN.

No. 256.

[ORIGINAL.]

William Vans to Richard Codman.

PARIS, 29th Pluv., year 9. }
(17th Feb., 1801.) }

Mr. Richard Codman,

SIR,—I now answer your letter of yesterday, and make you one more offer, which I hope you will accept of before it is too late.

1st. We will choose four Americans, you two, and myself two—and we will then choose a Frenchman that speaks English, which neither of us knows and that we are unknown to.

These five persons shall determine first, what you owe me *and Madame Vans*, they shall also say *what is my portion of your active property which I will accept of*. The balance that is then due me I accept payment for, in the following manner, *viz.*

To pay me *within ten years* of this date, by giving me billets payable to order for 12,000 livres each with 6 per cent. interest thereon to the amount of my demand, the interest to be paid annually to the bearer of the billets.

This offer I shall have *printed* with all other papers and *laid before the tribunals*,† and if there is an honest man in the world that will not condemn you I am mistaken.

Yours,

W. VANS.

Mrs. Vans to sign the bonds as well as me before we commence, and each to be bound we stand to the award of the arbitrators.

* R. C. was enabled to make this offer by J. C.'s consent to withdraw his attachment on these estates, and look to the other estates for his security, provided R. C. could thereby relieve himself from his embarrassments. See J. C.'s letter to Babut No. 250.

† In no single instance of the proposals during J. Codman's residence in Paris, did Mr. Vans ever suggest John Codman's guarantee or acceptance of bills, though he well knew they could be instantly *cashed*, and now that John Codman had left Paris, he still continues to treat with Richard Codman as the sole debtor.

‡ Thus early did Mr. Vans begin his course of appeals to the press.

No. 257.

[ORIGINAL.]

*William Vans to Richard Codman.*PARIS, 30th Pluv., year 9. }
(Feb. 18th 1801.) }

Mr. Richard Codman,

SIR,—I have received your note of this day and will wait with patience for your answer until the return of Barrier, but I do not think with you that we should agree by conversing together, unless the *enoculation* given by your brother is done away. Remember your sacred word of honor to Madame Vans and myself, that you would give her Dreux for the sale of the houses. As your offers now are so much inferior to our agreement made the 1st Vendemiaire, I cannot suppose we shall ever agree in this business. But one thing can be done which will serve me, and I believe you too, which is to give me the estate at Dreux on account, and I will immediately take off all inscriptions and arrests on your property, provided *you will obligate yourself to give me and Mad. Vans our proportion of your property*, as soon as our claim shall be ascertained either by law or arbitrators; and for the balance I repeat *I will wait the ten years*, taking billets payable to order for 12,000 livres, each bearing an interest of 6 per cent. which interest shall be paid annually. If this business is to be settled by law it is in my opinion for both our interests to have it finished as soon as possible, provided you think so, for all the injury you can do me by delays you have already done.

Yours,

W. VANS.

N. B.—*There is one thing that I have fixed on whether I mention it in my letters or not, which is that the £100 sterling bill is always to be paid by you to your brother, as I do not mean to have him pursuing me for this sum, as I know him too well.**

I open this letter to say to you that I never will settle with you to receive one shilling less than my demand, which must be ascertained either by law or arbitrators; as soon as this is ascertained we can I am sure settle in ten minutes; as *I only want my proportion of your active property, and for the balance which may then be due you must have time as already stated.*

No. 258.

[COPY.]

From a loose sheet, in the hand-writing of Richard Codman.

*Richard Codman to William Vans.*PARIS, 3d Ventose, 9th year. }
(Feb. 21st, 1801.) }

Mr. Wm. Vans,

SIR,—I wish you to inform me particularly in writing, in what situation is my million bill, that I confided to your care some

* Most important! After all his discussions with John Codman, he has still a terror lest John Codman should pursue him for 444 dollars. This man whom he now pretends then owed him \$100,000 and upward!!!

months ago. I am ready, as I told you, when you called on me a few hours ago, to reimburse you what expence has hitherto attended the negotiation of it, and I now beg you to return me the said bill, and with it you will please hand me all the papers necessary to recover of Mr. Vignolet or Mr. Peré, agreeable to their marché made with you.

You will please to take notice that I will not consent to any other disposition of my said million bill than the sale already made for my account to the above said persons, of which you will please to take notice, and accept of no offer from any one, for the sake of supplying yourself with money, or for any other reason, less than the marché without consulting me, as I mean by this, that your acting for me should not sell out of my hands the advantage arising from the aforesaid marché made to Vignolet or Peré.

I am,

R. CODMAN.

No. 259.

[ORIGINAL.]

William Vans to Richard Codman.

(Without date.)

DEAR SIR,—I inclose you the value fixed by the government to the million bill, and I am afraid it will never be more. But notwithstanding this declaration from them, my broker came to me from Mr. Ferino, whom I know, and offered me his note payable in 2 months, 45,000 livres. I told him to come again in two days, and I would give him an answer. Now sir I will agree to take Ferino's note for the value of my rente provisoire, which you owe me, and whenever he pays his note, I will then give you the difference in cash.

I told him he must bring the offer in writing from Ferine, which he has promised to do.

Please give me your answer, and say may I accept it, if he will give it.

Remember I believe nothing until I get the note, and then I will give you up your obligation as aforesaid.

(Signed,)

Yours,

W. VANS.

No. 260.

[ORIGINAL.]

William Vans to Richard Codman.

(Without date.)

DEAR SIR,—I advise you not to let the bill go at any price until we both see what can be got for it. Be assured there is something in that bill more valuable than ordinary bills. If you can get 150,000 livres, which I do believe now can be got for it, why sell it under that price? Be assured I will do all I can for your interest in this business. One of the persons who applied to me for it, is a man of large fortune, whom I knew years ago, and an honest man, therefore I think you had better do nothing until I see him about it.

(Signed,)

Yours,

W. VANS.

No. 261.

[ORIGINAL.]

William Vans to Richard Codman.

PARIS, 7th Germinal, 9th year. }
 (27th March, 1801.) }

Mr. R. Codman.

SIR,—On the other side you have copy of Mr. Deblois's letter to you, proving he has no claim on me. I therefore demand of you all the bonds, deeds, &c., placed in your hands on account of the award of referees given in favor of said Deblois, in September 1797. Salute,

W. VANS.

No. 262.

[COPY.]

Mr. Deblois to Richard Codman.

BOSTON, July 4th, 1800.

Mr. Richard Codman,—Paris.

SIR,—Mr. William Vans has presented me with your receipt in full for my account as full payment on account of an award referees gave in my favor, given in Paris, Sept. 1797, for \$3,340 29 cents. Mr. Vans has also given me my choice either to take the land in America, or the goods in Spain, as set forth in your receipt. I have therefore chosen the goods in Spain, or the proceeds, and am content that you should deliver to Mr. Vans all the deeds and papers, relating to the lands mentioned in your receipt, as I have given him my receipt in full of all demands to this date.* I have also delivered this day, to Mrs. Anderson, Mr. Vans' agent, \$1-857 5s. 9d. being in Rhode Island Brigade Claims so called, which were formerly deposited in the hands of Thomas Dickson, Jr. by the late Jonathan Freeman, Jr. Your humble servant,
 (Signed,) WM. DEBLOIS.

No. 263.

[COPY.]

From a loose sheet, in the handwriting of Richard Codman.

Richard Codman to William Vans.

7th Germinal, 9th year. }
 (27th March, 1801.) }

Mr. William Vans.

SIR,—I have just received your letter of this date, to which was annexed copy of a letter, said to be signed by William Deblois, the original of which I have never seen, and am unable to account for my not having been furnished with it or a copy before.

The said copy makes Mr. Deblois say, that he is content that I should deliver to Mr. Vans, all the deeds and papers, relating to the lands mentioned in my receipt. I accordingly send you by Deville all the deeds, &c. relating to said lands that have ever been in my possession, and you will please give to him a receipt for them, saying that you have received of me for several deeds of

* These lands in America and goods in Spain, sometimes spoken of by Mr. Vans, as if they were property realized by R. Codman, it seems related wholly to a business between Vans and Deblois; that R. Codman was an arbitrator between them, and held the papers merely, in trust, to be delivered according to the awards.

lands in New Hampshire, being all the deeds and papers, relating to said lands, that you had put into my hands, and all for which you had any demands on me.

If I find the receipts such as I ought to have, Deville shall deliver to you the deeds. If not, I shall return you the receipt for alteration.

R. CODMAN.

No. 264.

[ORIGINAL.]

William Vans to Richard Codman.

PARIS, 7th Germinal, 9th year. }
(27th March, 1801.) }

Mr. Richard Codman.

SIR,—The copy of a letter, written by Deblois, (which you pretend to be so ignorant of,) I received yesterday, with a number of letters and papers, I had sent for to America, which papers and letters I received by the way of Holland. You would have done well before you made your observations on the copy of the letter to have taken the information of your great friend Deblois and his counsellors Barlow and Mellville. Perhaps with the joint wisdom of all, you might have ascertained that the said copy makes Mr. Deblois say that he had given Mrs. Anderson a receipt in full of all demands against William Vans, and the late house of Freeman and Vana. The papers I ask of you, are those I placed in trust in your hands, upon what you call your sacred word and honor, are,

1st. The bonds as set forth in the award given Deblois by Richard Codman, Higginson and W. Burling.

2d. The deeds of lands, &c.

3d. Compadre note given you by Rose, for 4,000 livres,—these papers, when given me, I will give a receipt for them, as is customary,—and this is all you have a right to ask of me. Yours,

W. VANS.

N. B.—The award says that whenever I pay the said Deblois, the bonds, &c. is to be given up to me; that I have paid him I refer you to both his and your receipts—the originals not copies.

No. 265.

[ORIGINAL.]

Proposal in R. Codman's handwriting, submitted to Mr. Swan as referee.

To liberate myself, with Mr. and Mrs. Vans, I offer as follows :—

The Estate at Dreux, giving 7,200 livres income		
free of all charges,	- - - - -	100,000
Cash in 60 or even 30 days,	- - - - -	30,000
In 1, 2 and 3 years, 10,000 each year,	- - - - -	30,000
Estate at Betz,	- - - - -	15,000

175,000

Mr. Vans must recollect that a formal opposition is laid in my hands by Mr. Deblois, which he looks upon as his security. I cannot expose myself until this is taken off. If Mr. Vans chooses rather, I will undertake to settle with Deblois in lieu of Estates at Betz.

Mr. Vans has in trust for me a bill for 1,000,000 livres, drawn from the Isle of France on the government here, which on settlement must be given up to Mr. Codman. This bill I understand Mr. Vans has sold for 70,000 livres—Mr. Vans if he chooses may keep this bill to his own profit in lieu of the 30,000 livres, payable in 1, 2 and 3 years.

8,415 livres rente, consolidé	-	at 41	69,003	
10 months interest commencing from the				
1st Vendemiaire last, but I am willing to				
say one year,	-	-	8,416	
5,000 rentes provisoire,	-	at 28	28,000	
				77,418
7 months interest on 23,000 at 1 per cent				
per month,	-	-	1,610	
				29,610
Balance of account, with Mr. and Mrs.				
Vans, made up to the 1st Nivose, year 9.			54,580	
Deduct this sum paid Doctor Swediaux,				
omitted in the account,	-	-	450	
				54,130
Interest to the 1st Fructidor next, eight				
months, at 6 per cent. per annum,	-	-	2,165	
				56,295
One half of Mr. Vans' expences in going				
to America, and returning from thence.—				
His expences while there, we agreed should				
be on his own account,	-	-	2,500	
Deduct £100 sterling he received of John				
Codman, for which Mr. Vans gave a bill, this				
bill I will cancel and pay John Codman,			2,400	100
				Livres, 163,423

The bill of Compadre's I never saw, but will do all I can to assist Mr. Vans to find it.

The arrearages of rente which Mr. Vans speaks of, are no doubt to be recovered of the treasury; I have not touched a farthing of this object, except for the last six months of the year, which I have paid Mr. Vans for in cash, and have his receipt.

No. 266.

[ORIGINAL.]

Richard Codman to James Swan.

PARIS, 10th Floreal, 9th year. }
(29th April, 1801.) }

James Swan, Esq.

MY DEAR SIR,—I propose to Mr. Vans to settle our accounts upon the basis of the price of inscriptions of this day. There can be no difficulty in doing this ourselves and in half an hour if he likes, because I will not consent to any other arrangement than to give him the price of his houses, with the interest. The sum thus

ascertained that I shall owe him, I will pay him as follows :—

The farms at Dreux,	-	-	-	100,000
Cash, in 60 days,	-	-	-	30,000
ditto in 3 years,	-	-	-	80,000
House at Betz,	-	-	-	15,000
Deblois,	-	-	-	15,000
				—————190,000lv.

And if the amount of what I owe him should be more than 190,000 livres, I will give him a delegation for the surplus, on Mr. Cutting. If less, to be deducted from the sum payable in three years. If Mr. Vans will not take Deblois for more than the 7,000 he owes me, I will make up the 15,000 by 8,000 on Cutting. I will make another proposition to Mr. Vans, which perhaps he will like better: I will (after the amount of what I owe is ascertained,) pay him as follows :—

The farm at Dreux,	-	-	-	100,000
House at Betz,	-	-	-	15,000
				—————115,000lv.

And the remainder in ten years.

I cannot conceive why Mr. Vans does not come to an immediate settlement with me. I declare to you, upon my honor, that my lawyers, who know perfectly well the situation of my affairs, are totally opposed to my offering so much. So great have been my losses for these two years past, that I declare to you in confidence, (which must not on any consideration be communicated to Mr. Vans, as having been said by me) that for my debts, which amounted to 750,000 livres, I had only 500,000 livres to pay with. Several of these debts are liquidated, those that were small have been paid in toto, with others I have made a compromise,—but to Vans you see I offer the whole, and when you combine together my situation with the nature of my debt to him, for which I have only received about 90,000 livres, my offer I am sure you will say is more than (in justice to my other creditors) I ought to make. If these offers are refused, I shall cede to the intreaties of my counsel, of leaving them the entire management of the affair. And in such case I am morally convinced that Mr. Vans will never touch (all his immense charges deducted, and for which he must pay ready money) more than 100,000 livres.

The different offers made by Mr. Vans through you, are not founded on a previous settlement which it is so easy to make, if he relinquishes as you say the demand for inscriptions for the price of his houses. If Mr. Vans chooses, all our affairs may be settled in three days. I will wait these three days for an answer to these propositions, after which time I mean that what I have now written you should have no effect, and I shall in consequence make my summer dispositions. Receive, sir, my sincere thanks for your kind interference in this business, and believe me, with much esteem and regard,

Your obedient servant,

R. CODMAN.

No. 267.

[ORIGINAL.]

*James Swan to William Vans.*PARIS, 11th Floreal, year 9. }
(30th April, 1801.) }

Mr. Vans.

DEAR SIR,—I have communicated your ideas, in the notes I took at your lodgings, to Mr. Codman. It appears to me, that there is in fact no difference between you.

I have calculated your demands and they are contained in these;—

8,415 livres rente,	at 55 livres,	-	92,565
100,000 "	43 lv. 10	-	43,500
Houses,	- -	73,000	
Paid,	- -	25,000	
		<hr/> 48,000	
Interest suppose	- -	7,000 lvs.	55,000
6 months interest on the livres,			4,207
3 months interest, on 23,500 capital of the			
100,000 livres, one per ct. per month,		-	705

one-half expences in Europe, till sailed,	}	195,977
one-half passages, out and home,		

Your expences in America, you agreed to bear yourself, having other business to follow there.

The above Mr. Codman confesses. *It is all you required, except the £100 bill, which Mr. Codman thinks he ought not to pay, and your law expences, which I told you ought not to be paid by him, and I think so now. That can't be much, nor is it worth while to dispute about it. Interest for the 8,415 livres rente, is not admissible, because he meets you against the rise, that is, he supports it.**

Mr. Codman reclaims the Isle of France bill, or you may keep it for 30,000 livres,—which you proposed Mr. Codman should pay in three years,—so that you may do the one or the other,—in either case I carry out for the one or the other, - 30,000 livres.

The Dreux estate,	- - -	100,000
The House at Betz,	- - -	15,000
Cash in 60 days,	- - -	30,000

and to pay Deblois, and render you the Spanish affair, 15,000

190,000

For the overplus to make the sum as above, Mr. Codman will give you Cutting's acceptance. If you will not take Deblois for more than the 7,000 livres he owes Codman,—he will make 8,000 livres more on Cutting. If you do not like that, Mr. Codman will deliver

The Dreux estate, for	- - -	100,000 livres.
House at Betz,	- - -	15,000 do.

and the remainder, whatever it may be, in his acceptances in ten proportions, of ten years.

* Or in other words, because he accounts to you for the *profit* upon the rise of the stock.

I positively see *no material difference* between you, and I beg you to authorize me to accept the one or the other,—and let your affair be closed. It is best for you both, and if it be continued in the law you know these affairs never finish, or at least, not before a number of years. In every case, Mrs. Vans' discharge must be got.

If I can be useful in arranging this business between *you two*,—it will give me as much satisfaction as to the parties, and should you refuse them, I take your honor that you will return me this letter.* Yours sincerely,
J. SWAN.

No. 268.

[ORIGINAL.]

William Vans to James Swan.

PARIS, 12th Floreal, 9th year. }
(1st May, 1801.) }

Mr. James Swan.

SIR,—As men's minds are apt to change, I am not surprised at the advice you are pleased to give me in your letter of 11 Floreal; but as I prefer the advice you were pleased to give me some months ago to that contained in your letter I shall wait the opinion of the tribunal of Commerce before I fix my determination. It is not my intention to appeal from their judgment whether it be favorable or not.

The advice you give to accept 190,000 livres, *in chips and parage*, is not one quarter part of that demand you once told me you thought I had a right to,—and it will not pay 3d. $\frac{2}{3}$ in a pound of my debt.

I see no reason why I should be obliged to pay my creditors 20s. in the pound when no person will pay me 5s. I make one rule my standard, to do to others as in like circumstances I would ask of them, and I want nothing more from Mr. Codman, than what I am willing to give my creditors.

In a word as soon as it is ascertained what Mr. Codman owes me I shall be disposed to accept of him what I know he can pay. I am with great respect, your most obedient and humble servant,
W. VANS.

N. B.—I have already paid great sums of money for law, and *enregistering my demand which must be refunded* me.

No. 269.

[ORIGINAL.]

James Swan to William Vans.

PARIS, 12th Floreal, 9th year. }
(1st May, 1801.) }

Mr. Vans.

SIR,—I received your letter of this day, and am really sorry

* This letter is important in two views: 1st, it shows that Mr. Swan, (a witness relied on by Mr. Vans,) perfectly well understood that Vans' claim was on *R. Codman alone*. 2d, that nothing but his own obstinacy prevented his being paid by R. Codman all that *his own friends* thought he was justly entitled to.

that I cannot be of service in settling the affair between you and Mr. Codman. I meant to serve both, but as I find that I cannot serve either, I request you to return me the letter I wrote you,—you may keep a copy of it, if you please, to refresh your memory on the part I have taken, and at some time to show you to what a point of union I had brought you both. At any rate I am no less devoted to serve you whenever I can.

Yours,

J. SWAN.

In my own justification, I observe that the 190,000 livres offered is *all of your own acceptance*,—except Deblois's, of which you said you would take but 7,000 livres, due Codman, and you objected something to the price of the house 15,000 livres, but finally concluded you would take it, if the other articles were complied with. This in answer to your *chips and parage*.

No. 270.

[ORIGINAL.]

Opinion of Joel Barlow, Esq., as one of the arbitrators at Paris, to whom Vans and R. Codman agreed at one time to submit all matters in dispute.

It is my opinion that Mr. Codman is not bound to furnish inscriptions to Mr. and Madame Vans for the amount of the funds which came into his hands on the sale of said houses, or for any part thereof. I found this opinion on the following facts.

FIRST FACT.

Supposing the houses before sale, and the money after sale to have been the property of Mrs. Vans, the money was never free in the hands of Mr. Codman, and of course not subject to the order of Mr. Vans,—*First*, because Mr. Codman had given him a letter of credit on America for £4,000 sterling, dated 15th January 1799, (25th Nivose, 7th year) before the sale of the houses, and it was *intended by the parties* that, if the houses should be sold, the price thereof should remain as a cover to Mr. Codman for that credit as far as it would go, and so long as said credit was outstanding. Now the sum of the credit was greater than the price of the houses, and it was outstanding till the 29th Brumaire, 8th year, when Mr. Codman was informed by a letter from his brother in Boston that the credit was cancelled. The money was not free in his hands,—*Secondly*, because Mr. Codman received it from Mr. Reubel, the purchaser of the houses, only on giving him a special guarantee of the title *by hypothecating his own estates* for the sum of 60,000 livres, which hypothecque, given in Prairial, 7th year, is *still lying* on Codman's estates, or was so lying 26 Frimaire, 9th yr. (Dec. 16, 1801) since this arbitration began.

SECOND FACT.

Supposing the houses and money as aforesaid had belonged to Mr. Vans, and supposing it had been free in the hands of Mr. Codman, yet the latter would not have been so far bound to vest it in the public debt, as to be responsible to Mr. Vans for the eventual damages which might result to the latter, for not having it done.

First, Because Mr. Codman was *not* the agent of Mr. Vans, re-

*ceiving salary, or commission for his services.** The most he could be considered was a debtor, having the balance of an unsettled account in his hands.

Secondly. Because if he had been a regular mercenary agent, or merchant acting on commission, and had disobeyed the orders of his principal, such disobedience I believe would not subject him to indemnify where the damage is not positive, but negative ; —that is, where the loss is not of property existing before, but only missing the occasion of gain.

THIRD FACT.

But the houses belonged to *Madame Vans*, and it is said by Mr. Vans, that they could therefore be no security in the hands of Mr. Codman for the credit given in America ; and it is for *Madame Vans*, and in her name that the inscriptions should have been bought. This being the case, Mr. Vans *could not control the funds* proceeding from the houses. His orders therefore for vesting them in this or that speculation could have no force. Supposing therefore that the money of Mrs. Vans had been free in the hands of Mr. Codman, and that he had given no hypothèque on his estates on receiving it,—supposing that Mr. Codman had been the mercenary agent of *Madame Vans*, and obliged to obey her orders,—supposing, finally, that the damage sustained from a disobedience had been a loss of real *property* existing in nature at the time, and not a mere negative loss, or missing to gain by the rise of stocks, still it would be necessary that such order should come from *Madame Vans*, the party interested.

But there is no order to this effect from *Madame Vans*, produced before the arbitrators.

Either of these three facts, taken separately, appears to me sufficient to decide the case. And all taken together, they render it exceedingly clear in my mind that the 73,000 livres paid by Mr. Reubel into the hands of Mr. Codman for *Madame Vans*, cannot be charged either by Mr. or Mrs. Vans, but as a definite item of debit against Mr. Codman in their account current ; and that only a mercantile interest can be charged thereon, as on other articles which compose their accounts.

I am sensible that there are several other incidental facts and circumstances belonging to this question brought forward in the allegations of each party. But they do not appear to me of sufficient weight to weaken or strengthen materially the force of these three principal ones, or to change the conclusions which I establish, that Mr. Codman is not bound to furnish inscriptions for the object in question. If my agent has my money in his hands, and I write him to make insurance on a ship I send to sea, and he neglects to do it, and the ship is lost, he is responsible.—But if I write to him to buy me a certain ticket in a lottery, or a share in a certain privateer, and he disobeys, and the same ticket draws a prize, or the same privateer takes a prize, the damage I

* If not, how could it be a partnership business, for which John Codman was accountable,—even if the partnership had not been dissolved ?

suffer is only negative, and I believe my agent is not responsible. All I can demand of him is to restore me the money he may have of mine, but not ten times the sum, an imaginary gain that such money might possibly have made had it been applied to a speculation which was then uncertain.

If the contrary principle were admitted, any other creditor of Mr. Codman or of Mr. Vans, might write to either of those gentlemen to-day to purchase stock for them at 50; if they do not obey, and to-morrow the stocks rise to 100, the creditor doubles his credit, and the debtor his debt in one day. There is perhaps no man but what owes money more or less. If this doctrine were established we should all be liable to be ruined by letters from distant creditors on every rise and fall of the stocks.*

Sundry Letters and extracts of letters, written by J. Codman at Paris, either relating to the outstanding affairs of the late Copartnership, or alluding to R. Codman's personal situation, or otherwise throwing light on the true posture of affairs. These are all taken from J. Codman's Travelling Letter Book.

No. 271.

A letter from J. Codman to Sylvanus Bourne.

PARIS, 7 Nov. 1800.

Mr. Sylvanus Bourne, Amsterdam.

SIR,—Since my arrival here I have seen some account current from you with the late house of John and Richard Codman, *which was the first knowledge I had that any transactions had existed between you and that firm.*

It is proper for me to inform you that said copartnership has been dissolved since May 1798, and that in future you will please to notice it. I understand that all accounts are at this moment balanced and adjusted, so that you have no claims upon them, which you will please to confirm to me by letter in reply.

Yours,

J. CODMAN.

No. 272.

Extract from a Letter of J. Codman to T. T. Cremer.

PARIS, Nov. 17, 1800.

* * With regard to the balance that remains in your hands, and which you offer to anticipate to England, I must request that you

* This is a valuable document, being the opinion of an *able American*, and mutual friend; formed at the time, and on the spot, with a full knowledge of the facts as stated and proved by the respective parties. It exposes ably the absurdity of Mr. Vans' pretensions; since it is only out of this *rise of stock*, that he builds up his ridiculous claim to half a million of dollars.

will let it remain in your hands for the present. *When I left England I expected to find at least something of the very large property I ought to have found here.* I fear I shall be greatly disappointed; and as to present cash, both for my expenses and for charges of transfer, which I may make and which are expensive here, I may want those funds at my command.* J. CODMAN.

No. 273.

Extract from a Letter of J. Codman to Sir Francis Baring & Co.

PARIS, 29 Nov. 1800.

Sir Francis Baring & Co.,

GENTLEMEN,—I have attempted to write you several times, and so explain to you the situation in which I found affairs here. The difficulty of doing which has prevented my writing you until now; and now I must rather refer you for particulars to a personal interview, which will take place in a few months. *Let it suffice for the present to say, that my brother's affairs are of such a nature, that I am in no way personally answerable;† but they are so situated that he cannot raise money from any property that he has, to meet his engagements.* The system he has pursued of making unnatural exertions to meet them, has but increased the difficulty, arising from a want of punctuality in those that owe him, and the total impossibility of raising money by the sale of estates. What adds to the misfortune is, that the most valuable estate he has, is now contested in the law, and the decision is doubtful. Under such circumstances, it is impossible for him to furnish me money even for my expenses. * * *

J. CODMAN.

No. 274.

Extract from a letter of J. Codman at Paris, to Messrs. Hombergs of Havre, calling for accounts of sales made by R. Codman.

PARIS, 4 Dec. 1800.

* * * I desired your Mr. H. here, to procure me the account sales of 8 hhds. loaf sugar, 25 boxes Swedish iron plates, and 31 bales cotton landed from the brig Betsey, Fletcher, master, from Hamburg, in the year 1795. I wish this account of sales particularly, as there are persons concerned in it with whom I cannot otherwise settle my accounts. I wish also the following account sales, 727 casks whale oil, 227 do. sperm, per Catherine, 1793; 469 hhds. tobacco per Enterprise, 1793; 385 hhds. tobacco per Commerce, 1794. You will greatly oblige me to send me these accounts.

J. CODMAN.

* That is in the hands of Richard Codman—the proceeds of all the cargoes he had sent him.

† John Codman having been all along kept in the dark about his brother's European operations, could not know until he had seen him in Paris, and investigated the state of affairs, how far R. C. might have been tempted to use the partnership name of J. & R. Codman, by which, if used before the dissolution, John Codman might have been personally bound for Richard's debts. But it turned out that R. C. had never (unless in a single instance) been guilty of so gross a breach of trust, as to use the name of the house in his own private speculations. This relieved J. C. from his principal solicitude.

No. 275.

A Letter from J. Codman to Messrs. Barings.

PARIS, Dec. 6, 1800.

Sir F. Baring & Co.

I confirm the foregoing, via Calais, which I hope will reach you. I sent it there to care of Messrs. Cushings & Co. *The lawsuit so interesting to my brother's affairs will be finally terminated to-morrow, as it is now in argument before the tribunal d'Appeal.** I will keep this to inform you its issue. I have had an interview with Mr. Babut, with whom I am endeavoring to lodge sufficient of the property my brother has remaining to secure the £5,000 in suspense between us. My brother has no document to express this transaction; his account with Mr. P. is the only one he had with him, this he cannot put his hands on, and circumstances have put it (with many other things equally important) very much out of mind. Mr. P. has promised me an interview, from whom I hope for some information, so that on my return I may communicate with you.—Since writing the enclosed, the judges, after hearing the parties, have deferred their decision for nine days.

J. CODMAN.

No. 276.

A letter from John Codman to T. Melville, Jr. respecting a claim on the French Government, transferred by R. Codman to J. Codman.

PARIS, 9th Dec., 1800.

Mr. Thomas Melville.

SIR,—I received the circular letter, which you did me the favor to address to me, dated the 1st November last, offering your services in the line of a banker and merchant, and particularly that of making reclamations on the French Government, which has induced me to entrust to your especial care the enclosed papers and letter of attorney, by which you are empowered to demand of the French Government, the sum of 177,153 livres,† with interest from the 5th Frimaire, 3d year, being a balance due from said Government for a cargo of rice they received at Bordeaux, from on board the American ship the Carolina Planter, Captain Henry White, which rice formerly belonged to Messrs. Taney, Simmonds & Co., of Charleston, South Carolina, by them empowered Messrs. Fenwick, Mason & Co. of Bordeaux, who empower Mr. Thomas W. Griffith, who empowers Mr. Richard Codman, and from him your power comes, for my use and for my account, as by his order to you to that effect.

You will observe Mr. Griffith has been paid a part, as the original sum was - - - 210,140 livres,
 paid Griffith, - - - 32,987,
 due, - - - ———177,153

* This must have been one of Vans' suits against Richard Codman, prosecuted at the very time John Codman was in Paris.

† This is an item included in the settlement of accounts at Paris, between J. Codman and R. Codman, being credited to the latter, as transferred by him to the former. It appears very clearly to have no connection with Vans—nor indeed has that ever been pretended.

Happily for both countries, I believe an adjustment of national differences has taken place, so that should the late Treaty between France and America be ratified by the latter, a minister from the United States may soon be expected here; then will be the time, through his authority and influence, to demand reimbursement for this object. A more just and clear demand cannot be offered, the amount is liquidated and undisputed. The rice was *taken* after its arrival, and not sold, for the use of the French Republic, and their own valuation put upon it; upon the faith of which, the money has been advanced to the original owners of the rice to its full value, and is now due to present claimant.

At foot I will add a list of the papers and documents, concerning this transaction, which I herewith deliver you, and request your utmost zeal may be used at the time of our minister's arrival to procure payment of this object. The success of which you will duly advise me, and pass the net proceeds thereof to my credit. I wish you much success in your new establishment, and am, &c.

J. CODMAN.

Papers enclosed.—2 pieces containing all the powers from Taney, Simmonds & Co. down to yourself.

- | | | | |
|---|-------|--------|--|
| 1 | piece | No. 7, | acknowledgment of the Government of the sum due. (Signed,) BEIGNERT, |
| 1 | - | - | 1, another acknowledgment. (Signed,) PISCERTORY. |
| 1 | - | - | 4, a receipt for the rice. |
| 1 | - | - | another - - do. |
| 1 | - | - | 5, a price current of rice at Bordeaux. |
| 1 | - | - | 2, a certificate of deposition of procuration. |

8 Papers.

J. CODMAN.

No. 277.

An order from Richard Codman to T. Melville, Jr. enclosed in the foregoing.

PARIS, Dec. 9th, 1800.

Mr. Thomas Melville, Jr.

SIR,—Having executed to you a power of attorney, authorising you to demand and receive of the French Government, the sum of 177,153 livres in specie, being a balance due from them to Thomas Waters Griffith, for whom I act by power of attorney, for a cargo of rice, landed at Bordeaux, in the ship *Carolina Planter*.

This is to desire you to account and pay to my brother, John Codman of Boston, or his order, for whatever you may receive or recover in consequence thereof, having received of him full value for this object. I am, Sir, yours, R. CODMAN.

No. 278.

Extract from a Letter of J. Codman to Caspar Voght, calling for explanation of accounts.

PARIS, 20th Dec. 1800.

SIR,—* * * * I have also to request you to explain your draft on Messrs. Barings, dated 12th July, 1800, for £465 2. 2

sterling, which they have charged to the late house of John and Richard Codman. Do this so fully and explicitly that I may perfectly comprehend the transaction, because my brother here *has no knowledge of it, and can give me no satisfaction respecting the affair*, without which I cannot allow Messrs. Barings to sustain their charge.

J. CODMAN.

MISCELLANEOUS DOCUMENTS

RESPECTING RICHARD CODMAN'S TRANSACTIONS IN FRANCE.

Sundry Specimens of Bills of Exchange drawn by Richard Codman at Paris, for the account of John and Richard Codman, illustrating his mode of transacting business for the House.

No. 279.

PARIS, 9th Feb., 1796.

Good for 4343,412 Reas.

At thirty days sight pay this second of exchange, the first and third not paid, to the order of Mr. Edward Church, four thousand three hundred and forty three thousand four hundred and twelve Reas, for value received in account, and pass it to the account of *John and Richard Codman*, agreeable to the advice of

R. CODMAN.

Messrs. Jacob Dohrman & Co. Lisbon.

PARIS, 20th Feb., 1796.

Good for 5000 Mil Reas.

At thirty days sight, pay this second of Exchange, the first and third not paid, to the order of Edward Church, five thousand Mil Reas, value received, and pass to account of *John and Richard Codman*. (Signed,)

R. CODMAN.

Messrs. Jacob Dohrman & Co. Lisbon.

PARIS, 9th February, 1796.

Good for 350 Mil Reas.

At thirty days sight of this second of Exchange, the first and third not paid, pay to the order of Edward Church, three hundred and fifty Mil Reas, value in account, and pass it to the account of *John & Richard Codman*, as per advice of

RICHARD CODMAN.

Messrs. Jacob Dohrman & Co. Lisbon. In case of need at John Bulkley's.

PARIS, 2d Floreal, or 21st April, 1796.

Exchange for 3000 Dollars.

At sixty days sight of this third of Exchange, pay to the order

(first and second not paid) of Nath. Fellows, Esq., three thousand dollars, value received of James Prince, which place to account as per advice of

RICHARD CODMAN.

Messrs. John & Richard Codman, Boston.

PARIS, 23d March, 1798.

Exchange for 6000 Dollars.

At sixty days sight of this my fourth of Exchange, first, second and third not paid, pay to the order of Nathaniel Fellows, Esq. six thousand dollars, value received of Mr. James Prince, which place to account as advised by,

RICHARD CODMAN.

Messrs. John & Richard Codman, Boston.

PARIS, 27th October, 1795.

Exchange for £100 Sterling.

At ten days sight of this my only bill of Exchange, please to pay to the order of Captain John Leach, one hundred pounds sterling, or the value thereof in Portuguese currency, value received of him, and place *as per advice* to account of

R. CODMAN.

Edward Church, Esq. Lisbon.

The letter of advice given with this bill is as follows :

PARIS, 27th October, 1796.

Mr. Edward Church,

DEAR SIR,—I have this day drawn on you in favor of Captain John Leach, one hundred pounds sterling, which please to honor and place it to account of *John & Richard Codman*, as per advice of,

R. CODMAN.

[All the foregoing are taken from a Pamphlet, published by William Vane, entitled "A True Statement," &c., pp. 15, 16. They are used by him, as evidence that Richard Codman, while at Paris, did business for John and Richard Codman, under his own signature. But it will be observed, that the bills are all drawn previous to the date of the dissolution, (May 1st, 1798,) and that they all *express* upon their face, or by an accompanying letter of advice, that they are drawn by Richard Codman *not* for his own account, but *for the account of John and Richard Codman*. This seems to have been Richard Codman's usual mode of transacting business abroad. He acted under his own signature, and not under the signature of the firm; but if the transaction was for account of the house, and not for himself individually, the papers so expressed; and when they did not express that it was for account of the house, it was of course understood to be a transaction upon his own individual credit. That is, he acted only as an *agent* in Paris, for John and Richard Codman in Boston, and did not use the partnership signature there. And this is believed to be according to mercantile usage, when a partner goes abroad.]

No. 280.

A Bill of Exchange drawn by R. Codman, on Messrs. J. & T. Amory, London, with letter of advice.

PARIS, 10th April, 1797.

Messrs. John & Thomas Amory & Co. London,

SIRS,—I am informed by *our house at Boston*, that they had drawn on you seventy five-pounds sterling to their own order,

dated 10th of February, at three months date, which I have to request you would honor *for their account*. I am, with respect,
R. CODMAN.

Boston, 10th February, 1797.

Exchange for £75 Sterling.

At ninety days date of this our second of Exchange, first and third not paid, please to pay to our own order seventy-five pounds sterling, value received ourselves, which place to account as advised by your obedient servants,

JOHN & RICHARD CODMAN.

Messrs. John & Thomas Amory & Co. London.

[These papers are also taken from Vans' Pamphlet abovenamed, at page 16. They illustrate remarkably the fact, that Richard Codman did not consider himself strictly entitled to use the signature of John and Richard Codman at Paris, that house being established in Boston only. This bill was in fact made by Richard Codman at Paris, on the 10th of April, 1797, and under the signature of John and Richard Codman, but it was dated nevertheless, as if made at Boston, sixty days earlier. The letter of advice which accompanied it is dated at Paris, at the true time of the transaction, and is subscribed by Richard Codman, with his own separate signature. The bill was endorsed to William Vans, being made for his accommodation. Did not Mr. Vans then understand the distinction between the signature of the partnership, and the separate signature of Richard Codman?]

Several Bills, showing that the distinction between the names of Richard Codman, and of John and Richard Codman, was well understood by others, who dealt with Richard Codman in Europe.

No. 281.

Transactions with Messrs. Hombergs, of Havre.

A Bill of Exchange drawn by R. Codman, and endorsed by Messrs. Hombergs to J. & R. Codman.

HAVRE, 26th Dec. 1793.

Exchange for £600 Sterling.

At thirty days sight of this second of Exchange, (first and third not paid) pay to the order of Messrs. V. Homberg & Homberg, freres, six hundred pounds sterling, value received, and place to account of *J. & R. Codman*.

RICHARD CODMAN.

To Messrs. J. & R. Codman, }
Merchants, Boston.

Pay to the order of *J. & R. Codman*, value in account.

Havre, 27th December, 1793.

V. HOMBERG & HOMBERG, freres.

Translation of a Bill of Exchange drawn by Messrs. Hombergs on R. Codman.

HAVRE, 25th September, 1795.

For 170,000 Livres.

At sight, the eighth instant, fixed, pay on this first of exchange to the order of Mr. Joseph Pitcairn, the sum of one hundred and seventy thousand livres, in assignats, value received in ready money, which pass according to the advice from, for one hundred seventy thousand livres.

[STAMP.] V. HOMBERG & HOMBERG, freres.

To Mr. Richard Codman, Strangers' Hotel, }
Vivienne street, Paris, No. 2292. }

Pay to the order of citizen E. Homberg, Jr.—value in account.
Havre, 26th September, 1795.

(Signed)

J. PITCAIRN.

Received Payment,

(Signed)

E. HOMBERG, Jr.

Translation of a Bill of Exchange drawn by Messrs. Hombergs on R. Codman, after the dissolution, and protested.

[27th Nov. Paris.]

HAVRE, 14th Nov. 1798.

[STAMP.]

Good for f. 5,948. 9s.

At one day from date of this only bill of exchange, pay to the order of ourselves,—the sum of five thousand nine hundred forty eight livres nine sols value in disbursements on the ship Elizabeth, which pass according to advice from.

Good for five thousand nine hundred and forty-eight francs, nine sols.

V. HOMBERG & HOMBERG, freres & Co.

To citizen Richard Codman, } D.P.
Rue d'Anjou, No. 975, }
Suburb Honore, Paris, } V. H. F. No. 40,003.

Memorandum annexed.

Present this bill to Mr. Richard Codman, the 10th February.

Pay to the order of citizens Pillot and Desprez value in account.

V. HOMBERG & HOMBERG freres & CO.

Havre, Nov. 21st, 1798.*

Translation of a Bill drawn by Messrs. Hombergs on Richard Codman and accepted by him, after the dissolution.

28th Nov., PARIS.

HAVRE, Oct. 24th, 1799.

[STAMP.]

Good for f.5997 20.

On the 28th of next November, fixed—pay on this first of Exchange, to our order, the sum of five thousand nine hundred and ninety-seven francs twenty centimes, value received in ready money, which pass according to advice from.

* This Bill was protested as appears by the original protest in our possession.

Good for five thousand nine hundred and ninety-seven francs
20 centimes. [STAMP.]

(Signed) V. HOMBERG & HOMBERG, freres & CO.
To Citizen *Richard Codman*, D'Anjou Street, No. 975, Paris.

Accepted. (Signed) RICHARD CODMAN.
V.H.F. No. 40,978.

Pay to the order of Citizens Delessert & Co.—value in account.

V. HOMBERG & HOMBERG, freres, & CO.

Havre, 27th Nov.

Received payment,

DELESSERT & CO.

[The Messrs. Hombergs of Havre were correspondents of John and Richard Codman, and had accounts with that house while it continued, and also with Richard Codman, in his own name while he was in Paris. That they understood the distinction, is apparent from the fact that a bill drawn by Richard Codman in their favor on John & Richard Codman, is by them endorsed to John & Richard Codman. When they afterwards drew on Richard Codman alone, they of course did not consider themselves as drawing on John & Richard Codman, and when the bill upon Richard Codman was protested, it gave them no claim on John Codman. When Richard Codman became insolvent in 1801, they made no claim on John Codman for these debts due to them from Richard Codman, but admitted them to be his own separate debts.]

No. 282.

TRANSACTIONS WITH CASPAR VOGHT OF HAMBURG.

A Bill endorsed by R. Codman to Caspar Voght.

PARIS, 7th December, 1795.

Good for Bm. 5,000.

Three months from date, pay on this third of exchange (the first and second not being paid) to the order of Mr. Klein, five thousand Marcs Lubs Banco,—value received, which pass, according to advice from.

Good for five thousand Marcs Lubs Banco.

Your very humble obedient servant,

(Signed)

V. DELEE & CO.

Messrs Pauli & Co., at Altona, in Hamburg.

[STAMP.]

Pay to the order of *Richard Codman*,—value received.

KLEIN.

Pay to the order of Caspar Voght, value in account.

RICHARD CODMAN.

A Bill drawn by Caspar Voght in favor of J. & R. Codman.

HAMBURG, 28th Feb. 1797.

Exchange Spanish Dollars, 1296, 89 cents.

At thirty days sight,—pay this my second of exchange (first not paid) to the order of *J. & R. Codman*, twelve hundred ninety-six Spanish dollars, and eighty-nine cents,—value in account and place it to account,—as advised by proc. of Mr. Caspar Voght.

JOHN G. BURMESTER.

To Mr. Jonathan Tillinghurst, Boston.

[Mr. Voght, of Hamburg, also had accounts and correspondence both with Richard Codman and John & Richard Codman. The foregoing bills show,

on the one hand, a remittance by Richard Codman, under his own signature, to Mr. Voght, and on the other, a remittance by Mr. Voght to John and Richard Codman. When Richard Codman became insolvent in 1801, Mr. Voght, being a creditor, pursued his claim against property of Richard Codman in France, which he considered insufficient to pay him, but never made a claim against John Codman, although he was then at Paris. See letters from Voght to Richard Codman.]

No. 283.

A Bill drawn by W. P. East on J. & R. Codman.

LISBON, 12th March, 1796.

For Dollars 500.

At thirty days sight pay this my first of exchange to the order of Mr. Archibald Selman, five hundred dollars. Value of the same,—which place to account as per advice.

By proc. of EDWARD CHURCH, Esq.
WILLIAM PORTER EAST.

To Messrs. John & Richard Codman, Boston.

Pay to the order of Mr. John Selman value in account.

ARCHIBALD SELMAN.

Lisbon, at retro.

MAY 11th, 1796.

Accepted.

J. & R. CODMAN.

Received the within, 11th June, 1796.

JOHN SELMAN.

[Mr. Vans uses letters from Mr. Church and Mr. East, as evidence that Richard Codman acted in his own name, for John and Richard Codman. This bill shows, however, that Messrs. Church and East knew how to draw a bill so as to be binding, when accepted, on the partnership. It is drawn on John & Richard Codman, at Boston, not on Richard Codman at Paris; and it was accepted by John Codman at Boston, in the name of the house.]

No. 284.

TRANSACTIONS WITH O. L. PHELPS, AT PARIS.

A Bill drawn by O. L. Phelps in favor of J. & R. Codman.

PARIS, May 1st, 1797.

Exchange for 2,000 Dollars.

At sixty days sight of this my second of exchange, first and third not paid, please to pay to the order of Messrs. John & Richard Codman two thousand dollars,—value received, which place to account as advised by your obedient servant,

OLIVER L. PHELPS.

Mr. Joseph Blake, Boston.

A Bill drawn by O. L. Phelps in favor of R. Codman alone.

PARIS, 26th May, 1797.

Exchange for 1000 dollars.

Sixty days after sight of this my Second of Exchange, (first and third not paid) pay to Richard Codman, or order, one thousand dollars, value received as per advice. From your obedient servant,

O. L. PHELPS.

Joséph Blake, Esq.—Boston.

INDORSEMENT.

Pay to Messrs. John & Richard Codman, or order, value in account.
R. CODMAN.

[Here the same individual, at Paris, in the same month, makes one bill payable to Richard Codman, and another payable to John & Richard Codman.—He of course did not consider them the same. Mr. Vans also publishes another bill, drawn by this same Mr. Phelps, in favor of Richard Codman alone, dated in May, 1796, i. e. a year before the above bill in favor of John & Richard Codman.]

No. 285.

A Bill of Exchange remitted by R. Codman to Messrs. Barings.

GUERNSEY, 22d Feb. 1797.

For £750 Sterling.

At thirty days date, pay this my second of exchange, (first and third not paid) to my own order, the sum of seven hundred and fifty pounds sterling value in myself as advised by

Your humble servant, HENRY PREBLE.

To Messrs. Calaf & Chuter,—London.

Pay the within to Daniel Parker, Esq. or order, value in account.
HENRY PREBLE.

Pay to the order of Mr. Richard Codman, value received.
DANIEL PARKER.

Pay to the order of Messrs. John & Francis Baring & Co., value in account.
R. CODMAN.

[The Messrs. Barings were the usual bankers of John & Richard Codman in London, and it appears from the correspondence with them, that they had separate dealings with Richard Codman also, since they claimed the right to put certain funds remitted to them by Richard Codman to his account, and not to the account of the house.]

No. 286.

Specimens of numerous accounts relative to transactions of Richard Codman in the French Stocks, being in his own name, and not for the account of J. & R. Codman.

Account sales of 27,000 livres Rentes, on the Great Book, (or Ledger,) of the Public Debt. By Citizen Pouchon, Exchange Agent.

1796.

June 4.	14,295 13s.	at	14l. 17s. 6c.	12,779 11
5.	5,228	at	14 15	15,422 12
6.	820	at	14 15	2,419
7.	1,664 17	at	14 15	4,911
"	600	at	14 12 6	1,755
9.	1,396	at	14 10	4,048 8
10.	270	at	14 10	783
"	7,628	at	14 5	21,739 16
11.	2,253 5	at	14 7 6	6,478 2
12.	1,708 10	at	14 5	4,869 4 6
	1,135 15	at	14	3,180 2 0

27,000 00 rentes.

livres, 78,366 1 6

Brought over,	livres, 78,386 1 6
Cost of transfers, which were very numerous, the sales being made to a great many purchasers, - - - -	60
Commission of sale, $\frac{1}{4}$ per cent.,	392
Brokerage also at $\frac{1}{4}$ per cent., considering difficulty of the sale, - - -	391 1 6
	<hr/> 843 1 6
Net,	Livres, 77,543 0 0

With which *Mr. Codman* is credited in his account current with *Mr. J. Recamier*, this 21st June, 1798.

Account of Sale of Rentes.

PARIS, 2d Nov. 1797.

Mr. Richard Codman, Paris.

I send you annexed, a note of the proceeds of the 31,941 livres *Rentes*, which have produced 61,687 livres, of which 15,000 for your account makes the proportion 28,969lv. 4. and 16,941 for account of Messrs. Bromfield & Houghton, 32717 16. Each of you has been credited in your accounts with *Mr. J. Recamier*.

I salute you most cordially,

A. RAVENAS.

Mr. Bromfield has advised me that you would remit to me 19,000 livres *Rentes*. I wish your advices on that point.

Sold the 28th October,

Livres 7,000 } 12,000 - at 9. 15 -	23,400
5,000 } - - - at 9. 10 -	9,500 -
5,000 - - - at 9. 12 6 -	9,625
5,000 - - - at 9. 17 6 -	9,875
4,941 - - - at 9. 17 6 -	9,758 10
	<hr/> 62,158 10

EXPENSES.

Transfer, - - - -	6
Brokerage, $\frac{1}{4}$ - - -	155
Commission, $\frac{1}{4}$ per cent., -	310 10
	<hr/> 471 10
	<hr/> 61,687 0

Account of a purchase of Rentes.

Purchased for account of *Mr. Richard Codman*, by *J. Recamier* 200,000 livres rentes from Inscriptions on the Great Book, and detailed as follows: viz.

March 1. 100,000 livres, }	200,000,—Capital, livres 4,000,000
14. 100,000 " }	
	Profit, at 230 per cent., 9,200,000
	Registry fee, at 2 per cent., 160,000
	Brokerage, at $\frac{1}{4}$ 33,400, 33,400
	<hr/> 13,393,400

N. B. The inscriptions stand in the names mentioned below, viz.
 No. 1197, Reg. E., Vol. 1—ENOCH EDWARDS, 50,000 livres,
 No. 20267, Reg. B., Vol. 17—EDW'D BROMFIELD, 50,000 "
 No. 11392, Reg. P., Vol. 10—DAN'L PARKER, 100,000 "

Copy of an account sales made by Ponchon, Exchange Broker according to his Memorandum of this date.

February 1, 1798.				
125,000 livres, Obligations Bons, $\frac{3}{4}$	at 38s. 3d.	2,390	12	6
400,000 do. -	at 38 0	7,600		
50,000 do. -	at 37 9	943	15	
505,000 do. -	at 37	9,342	10	
<hr/> 1,080,000				
		20,276	17	6
Brokerage, $\frac{1}{4}$	50	17	6	
Commissions, $\frac{1}{4}$	101	15	00	
			152	12 6
				<hr/>
Net,		livres, 20,124	5	0

PARIS, 4th February, 1798.

Mr. Richard Codman, Paris.

I send you above an account of the proceeds of your 1,080,000 livres obligations $\frac{3}{4}$, amounting to 20,124 liv. 5s. with which I credit your account. I salute you cordially,

A. RAVENAS,
Attorney to J. Recamier.

Specimens of Richard Codman's accounts with J. Re-
No. 287.

Recamier's account from Nov. 10, 1797, to March 10, 1798.

Da. Mr. Richard Codman, at Paris, in account current and interest at 2 per cent.

		Days		
Nov. 10.	To balance of acc't remitted him 23d inst.			10314
10.	To interest in my favor, according to acc't remitted,	120	1193 18	4609 16
11.	To his orders favor Vans, 6000, Lemaire, 1031 11,	119	557 16	7031 11
14.	Do. Demilly,	118	154 13	2006
17.	Do. Tubeuf,	113	53 17	714 18
18.	Do. the bearer, 100,—Bromfield & Houghton, 32,064 2 6,	112	2401 11	23164 2 6
21.	Do. Ringuet, 4000,—Brants, 357 5,	109	318 16	4357 5
23.	Do. do.	107	58 19	822 13
29.	Do. Deblois,	101	33 13	500
Dec. 1.	Do. Robt. Fulton, 1200,—Gordon, 228,	99	94 5	1428
4.	Do. Lemaire,	96	125 11	1962
5.	Do. Jas. Smith,	95	1013 6	16000
9.	Do. Delille,	91	18 4	300
15.	To draft of Martin Dorner, 1793 18—272 15	85	117 2	2066 13
16.	To order favor of Tremblay, 420 10 } To his acceptance of draft of Mignot Marion, 1086 }	84	84 2	1506 10
17.	To note to order of Bromfield and Houghton	83	553 6	10000
21.	To his order to Daméme,	79	158	3000
23.	P'd to Brants 960, premium sur 20 louis 4 f.	77	50 10	984
29.	To his order to Brants, (Gaudin),	71	34 1	720
Jan. 2.	Do. do.	67	39 1	575
4.	Do. favor bearer, paid to Bary,	65	53	1200
6.	Do. " Tupper,	63	30 4	720
12.	Do. " bearers, Vans 2000—Bromfield & Houghton 3500,	57	209	5500
16.	Do. do. paid to Vans,	53	176 13	5000
21.	To paid to him,	48	3 11	96
26.	To order favor bearer,	43	27 10	960
27.	Do. do. do.	42	10 12	380 11 3
28.	Do. do. do.	41	6 11	240
31.	To paid his order in favor Bromfield & Houghton,	38	775 4	30000
"	Do. do. do. bearer,	38		600
Feb. 3.	Do. do. do. do. paid to Darie,	35	18 13	800
6.	Do. do. do. Bonneville,	32	4 5	200
12.	Do. do. do. Vans,	26	17 6	1000
13.	Do. do. do. bearer, Russell 1000, Gouvain 1600,	25	43 6	2600
14.	To paid for the prompt conversion of his rentes into the $\frac{1}{2}$ consolidated fund,	24	1 18	120
15.	To his order favor the bearer, (to Taney,)	23	6 2	400
20.	Do. do. do. (to Durie,)	18	4 16	400
	To y'r remitt. on R. Lille, 5 Feb. not paid.	33	308	14000
	Do. do. do. 15 " "	23	214 13	14000
Mar. 6.	To interest in my favor, as per account,			3539 11
	To commiss. at $\frac{1}{2}$ per cent., on 169,292 19 9			846 9 9
	To brokerage at $\frac{1}{2}$ per cent., on 7,543 4 0			9 8
	To Postages,			7 12
	Interests,		8970 5	184018 00 6

March 6. Debtor to new account, value 10th inst. 58,906 00 0

Except errors and omissions.

Paris, 6th March, 1798.

camier, his banker at Paris.*

per month, from 10th Nov. last to 10th March inst. with Mr. J. Recamier of the said city,

		<i>Days</i>		
Nov. 18. His remittances, due 22d Nov.	6789 1 10	108	488 16	} 32064 2 6
28th "	1789 7	102	121 01	
29th "	2372 14	101	159 15	
30th "	8806 3	100	587	
2d Dec.	12315 16 8	98	804 12	
20. Remittance from Coffin, jr. for his account,				
25th Dec.		75	200	4000
33 per cent. on p. 10210 of Edw. Stuber, }		110	469 6	6491 11
3369 4 at 190				
26. Remittances from Coffin, 25 Nov.	300	105	21	} 13513 18
6 Dec.	4950	94	310 4	
7 "	3905 10	93	242 2	
10 "	4358 8	90	261 10	
Dec. 16. do. from Homberg of Havre, 9 Jan.		60	840	21000
17. His remittance 27th Jan.	1215	42	34	} 10737
30th "	9522	39	246 16	
Feb. 3. Rec'd for sales of 1,080,000 in bons of \$		35	469 16	20124 5
8. Remittance from J. Prince, on his account 8th				
Feb.	20	28	7	} 9720
2d Mar.	3700	8	19 15	
4th "	6000	6	24	
Do. from Robert Lyle, per 3945 5 at 1924,				
12th Feb.		26	130 14	7543 4
Mar. 6. Interest in my favor, to debit in account, ..		3539	11	58906
Balance of this account, value 10th March,				

8970 5 | 184010 00 6

(Signed,)

J. RECAMIER.

* These accounts commence soon after Richard Codman's arrival at Paris, and continue to 27 Jan. 1801, when there was a final settlement, Recamier receiving *less than 50 per cent.* of the balance due him. John Codman was in Paris at the time. These accounts, being very numerous and long, we have selected those which immediately precede and immediately follow the period of the dissolution, together with the account in which the final settlement was made.

Recamier's account from March 10, 1798, to

Dr. *Mr. Richard Codman at Paris, his account current and interest, at 1½ per*

		Days		
Mar. 10.	To balance of acc't remitted him this day,	110	3239 16	58906
	To his order favor bearer, paid 9th March,	111	28 12	480
23.	Deblois,	97	33 19	700
	To paid him 10 louis in gold, and premium,			
	\$ 10,	97	11 15	242 10
24.	To his order favor Brants,	96	13 17	289 8
25.	" " Lewis, 600 — Russell,			
	1030,	95	77 8	1630
28.	" " Lemaire, 913 15 — B.			
	Duchesne, 172,	92	49 19	1085 15
29.	To draft of G. Voght, on his account,	91	190 16	4193 18
31.	To his order favor Anderson,	89	5 18	133
April 1.	Do. Boldoni,	88	13 4	300
3.	Do. B. Foster,	86	268	6000
5.	Do. Webb,	84	67 4	1600
6.	Do. Walbreck,	83	62 5	1500
	8. To paid on his order, draft of Gray &			
	Hoskins, of Bordeaux, on him,	81	47 18	1184 10
17.	To his order favor Bromfield & Houghton,	72	108	3000
18.	Do. favor Lemaire,	71	5 11	157 10
21.	Do. favor Malmberg,	68	8 3	240
27.	Do. favor Houghton,	64	14 15	476 10
28.	Do. favor Bromfield & Houghton,	61	56 15	1860 10
May 1.	To paid on his draft of Sylvanus Bourne,			
	12000,—9500,	58	623 10	21500
	8. To his order favor Whitmore,	51	21 8	840
10.	Do. favor Webb,	49	24 10	1000
	12. To paid draft of Gray & Hoskins, of Bor-			
	deaux for his account,	47	44	1871 14
13.	To his order favor Vans,	46	13 16	600
18.	Do. do. Houghton,	41	82	4000
20.	Do. do. Deblois,	39	23 8	1200
22.	Do. do. Vans,	37	7 8	400
June 10.	Do. do. Tupper,	18	5 8	600
	Do. do. Tupper, 6210,—Webb			
	1200,	15	55 12	7410
19.	To drafts of C. Voght, 4000, 6000, 7000,			
	4994 10—22d June,	6	65 19	21994 10
	Do. 31st July next,			5436 10
	Do. 18th August,			6358 13
21.	Interest, at 1½ per cent. up to 28th inst.			2138
	Commissions ¼ per cent. on 100,319 0 6,			501 2 6
	Postages of letters from Hamburg and			
	other places, on his account,			15
			5258 14	159845 00 6

£620 which he is debtor to new account, value 28th June.

Except errors and omissions.

Paris, 21st June, 1798.

June 28, 1798.

cent. per month, from 10th March to 28th June, with J. Recamier, of Paris. Dr.

		Days		
Mar. 27.	His remittances due 1st Apr.	14648 0 6	88 644 10	} 53793 00 6
	" 5th "	20000	84 840	
	" 9th "	19324	80 773	
June 8.	Do. due June 8,.....		20 117 2	11710
19.	By proceeds of 270 0 rentes, sold for his account by A. Ravenas, amounting to 77543, viz.			
	Due 14th June,	39993 3	14 280	} 77543
	19th "	16507 2	9 74 5	
	20th "	21042 15	8 84 3	
21.	For this amount, which Tanney orders me to hold for his account,		7 56	16000
"	For allowance of interest, at 1½ per cent. per month on the drafts of G. Voght, not due, to 31st July,	5436 10	33 89 12	
	18th Aug.	6358 13	51 162 2	
"	Balance of this account,.....		2138	620

(Signed,)

5258 14	159845 00 6
J. RECAMIER.	

No. 291.
[ORIGINAL, TRANSLATED.]
Recamier's final account, settled 27th Jan., 1801.

Dr. Mr. Richard Codman, at Paris, his account current and interest at 6 per cent. per an. to 19th Jan. with J. Recamier of Paris.										Ca.		
1800.										Days		
Mar. 8.	To balance of account remitted him value this day,.....	285	1079	30	22723	May 28.	Received of himself 300,	236	11	65	286	30
Apr. 20.	To paid to him per receipt,	274	45	66	1000	June 10.	Do.	233	80	52	2074	8
21.	To do. on receipt of J. Webb,	273	45	50	1000	July 31.	Do. sent by Ausous, of Dreux, 1801.	172	50	30	1755	76
30.	To do. against his note due 29th May,	264	107	20	2400	Jan. 5.	Do. from Strobel & Martini, for his account,		53		263	
June 13.	To do. do. do. 30th July,	290	88	2400		11.	Balance of this account, value 19th inst.				1958	66
21.	To paid to him,	212	35	34	1000						37	480
Oct. 1.	To cost of protest on 5500 dollars on New York,	110	65	37	37							
1801.												
Jan. 11.	To postages of letters from Hamburg, relative to his dollars,				19	11						
	To interest, 6 per cent. per an. in my favor, to 19th Jan.				1958	66						
	To commissions, $\frac{1}{2}$ per cent. on f.7800				39							
					1401	65	31869	14			1401	65
1801.	Jan. 11.	Debit to new account, value 19th inst.				37480					31869	14
		Except errors and omissions.										
	Paris, January 11, 1801.											

I have received of Mr. Richard Codman the sum of 12000 francs, in extinction of my claim upon him, according to the above account current, amounting to twenty-seven thousand four hundred eighty francs; and I consent to abandon to him the balance, in consideration of the severe losses which he has experienced.

(Signed.)
Paris, 27th January, 1801.

J. RECAMIER.

No. 292.

[ORIGINAL.]

Mr. C. Voght's account with Richard Codman, from
July 26th, to November the 22d, 1799.

Mr. Richard Codman in Paris, his account current.

1799.		Dr.	Cr.
July 26.	To cash paid Mr. Gouvain, 314 at 26 per ct	249 3	
Aug. 2.	- - - 100 at 23½ per ct.	80 15	
Sept. 2.	- - - 10th Fructidor, 10th year, 14 20 } Dutch ducats, 6 8½ }	239 6	
	To amount of my drafts, which were paid under protest for the honor of my signature, by Fer- rigaux & Co.		
	36146 10 drawn the 1st July,		
	16749 - 12 do.		
	264 14 Messrs. Ferrigaux & Co. com. ½ p. et.		
	118 16 brokerage, postage and protest,		
	<u>£53332 24</u> , which amount has been redrawn on me, the 7th and 9th Sept.,		
	18,000 at 191½ per ct. is 34470		
	27th do. 9,897 2 at 190½ per cent. is 18954		
Sept. 30.	By my drafts, 5000 2 Usances order, Poppe & Co., 23½,		2487
Oct. 1.	- - - 20000 do. do.		9547 14
4.	do. 2110 order Luberq, at 23½		1044
Nov. 1.	do. 11002 9 order Sundries,		5443 14
22.	do. 21417 16 do. do.		10697 6
Oct. 2.	To Ferrigaux & Co. Dr. 7th Sept. 25 days date	6000	
4.	Do. do. 9th	12000	
9.	" cash paid Mr. Gouvain, 212 at 23½ per ct.	171 11	
17.	" Ferrigaux & Co. Dr. 27 Sept. 20 days date	9897 2	
Nov. 15.	" cash paid Mr. Gouvain, 300 at 24½,	241 15	
22.	To my commission Bm. at 28,880 4 ½ per ct.	96 3	
	Do. Brokerage 1 p. m. on Bm. 29,120 2.	69 10	
	and postage;		
	To interest, as per account,	74 1	
	By procuration of Mr. Caspar Voght.	29120 2	29120 2
	JOHN GEORGE BURMESTER.		

HAMBURG, the 22d Nov. 1799.

[C. Voght was a correspondent of J. & R. Codman; yet it appears that he kept a *separate* account with R. Codman; and it appears by the letters which follow, that drafts of Wm. Vans on R. Codman were a part of Voght's transactions;—2d, that Voght took security on R. C.'s real estate for a large balance due him; and he continued to litigate for this real estate, precisely as Wm. Vans did, although it was slender security for his debt, instead of calling on John Codman for payment. Why!—Because the dealings were with Richard Codman separately, as Vans' were.]

No. 293.

[ORIGINAL.]

Letter from Caspar Voght to R. Codman.

HAMBURG, 16 Jan. 1800.

Mr. Richard Codman.
 No. 975 Rue D'Anjou Honoré, Paris. }

SIR,—I had the pleasure of writing you the 30th ulto. to which beg your reference, and have now to inform you that the first of Mr. Vans' drafts on you for livres 3,150. 8, will be presented to you now for payment. Mr. Lafluke, to whom I remitted it, having at last received the same and sent it to his friends at Paris, who returned it to his friends here, who already, about four weeks ago, presented me the copy which had been returned to them from Genoa, with protest account of exchange, &c., and a redraft against the amount. This will however be returned to-day to Paris, with the original, to be presented to you for payment, and I beg you will discharge the same as it was with difficulty that I prevented them recovering the amount with damages, and which I could not have done had it not been a copy, which ought not to have been returned with re-exchange account, &c.—I leave it for you to settle for the expenses as well as you can, relying on your paying honor to the first bill on its being presented. I am very respectfully yours, By procuration of Mr. Caspar Voght.

JOHN GEORGE BURMESTER.

No. 294.

[ORIGINAL.]

Letter from Caspar Voght to Richard Codman.

HAMBURG, 24th Feb. 1800.

Mr. Richard Codman, Paris.

SIR,—Having in course been favored with your esteemed of the 19th past, I have deferred replying to the same, in hopes that you would still be able to contrive means for preventing the return of my last drafts on you, but I have now had the vexation to receive back 10,000 liv. and 20,000 liv. so that only a small one of 609,8 liv. is wanting, which I conclude hath been paid. Thus the totality of bills returned is 50,000 liv. On the other side, you have a note of the amount, which I have repaid here for the same in bank money, also of crtg. 450, paid Mr. Gouvain to supply his wants, so that the whole sum now standing to the charge of your account with me, amounts to Bm. 26447,10,6 the interest running from the dates noted, and my commission &c. to be added in course,—of all which you will please to pass scripture accordingly.

The arrangement which you have made with Messrs. Perrigaux & Co. for my security, justifies my conviction of your character, which I have not the least doubt you will ever maintain. Permit me however to observe, that Messrs. Perrigaux & Co. announce the estate transferred to them, of the value of 40,000 liv. instead of 50,000 liv. mentioned by your good self. You will further feel the impropriety of getting me to have a capital of

upwards of 26,000 'marks banco,' ready money, locked up in a time as this, against a security not covering the full amount, and as I have much reason to fear, not being an object of ready disposal in untoward cases. Thus I expect it from your honor, that you will not give yourself a moment's ease before having enabled Messrs. Perrigaux & Co. to accept my drafts on them at 2, or if necessary 2½ months. I require said our mutual friends, to arrange the matter with you in such a manner, and when done to deliver up to you the bills for 50,000 livres, with their protests, which are all with them, for them to do the needful.

I doubt not a moment of your having paid Mr. Vans' bill for 3150,8 livres, though I have not been favored with an answer to my respects to you of the 17th past on that subject.

Most truly, and respectfully, I remain, yours,

By procuration of Mr. Caspar Voght.

JOHN GEORGE BURMESTER.

1799.

Dec. 31. To Perrigaux & Co's. drafts of the 20th December,
 against 20,000 livres,
 Amount of my drafts of the 1st Oct. Bm. 10,448 2 6
 To cash paid Mr. Gouvain, pr. 450, at 24½ 361 1 0

1800.

Feb. 6. To Perrigaux & Co. drafts of the 17th Jan-
 uary against 10,000 livres.
 Amount of my drafts 1st November, - 5,187 8 0
 Feb. 24. To ditto of the 3d February, 30 days date,
 against ditto of 22d Nov. 20,000 livres, 10,450 15 0
 Bm. 26,447 10 6

No. 995.

[ORIGINAL, TRANSLATED.]

Delessert & Co's account with John Codman from December, 1800, to January 30, 1801.

Dr.		Mr. John Codman in account current with Messrs. Delessert & Co., Paris.		Ga.	
1800.		1800.		1800.	
Dec.	16.	To him paid,	-	490 ⁶ / ₁₀₀	
	18.	To paid his order favor Damilly,	-	300	
	21.	To his orders, £205 45—187 65,	-	383 10	
	25.	To him paid,	-	300	
1801.				286 30	R. C.
Jan.	1.	Do.	-	2000	R. C.
		Do. by Mr. Cremer, le Dec.	-	474 05	
	7.	Do.	-	237 05	
	10.	Do.	-	240	
	18.	Do.	-	690	
	23.	Do.	-	237 05	
	25.	Do.	-	500	
	28.	Do.	-	872 65	R. C.
		Do.	-	12000	R. C.
	29.	To commissions, $\frac{1}{4}$ per cent. on f. 18373 20	-	91 85	
	"	To stamps and brokerage, $\frac{1}{2}$ on our draft in re-	-		
	"	imbursement,	-	24	
	"	To postages of letters for his account,	-	6 85	
				France,	18495 90
		Debit per the above balance,	-	19570	
	30.	Paid,	-	4009 80	R. C.
				16579 80	
	"	Paid in balance,	-	3490 20	
				France,	20000
		Except errors and omissions.	-		
Paris,	Jan. 30, 1801.				

(By this account it appears that Delessert & Co. were the bankers of John Codman, during his visit to Paris, although Recamier was the banker of Richard Codman. The letters R. C. against some of the items are in John Codman's hand-writing, and indicate that those sums were loaned by him to Richard. See No. 935.)

(Signed,) DELESSERT & CO.

Dec. 12. His remittances, 31st December, - f. 2962 95
 Received from T. Cremer, 18th December, - 2962 95
 Balance of the present, - 19570

Jan. 30.—Received his drafts,
 f. 4942 } at 30 days from 31st Jan.
 4600 }

9542 on Rotterdam, at 57 $\frac{1}{2}$, - 20000 00

f. 18495 90

No. 296.

[ORIGINAL, TRANSLATED.]

Broker's bill of sale, of the rentes loaned by Mrs. Vans, to Richard Codman.

22d January, 1799.

Sold for Mr. Codman, 8,415 lv. rentes,				
at 11 lv. 2s. 6d. per cent.,	-	-	-	18,723 7 6
To the Notary,	-	-	-	12
Commissions,	-	$\frac{1}{2}$	-	94
				<hr/> 106
				18,617 7 6

Paid in discharge, according to the receipts annexed,	1	-	1,500 lv.	}	
	2	-	7,000		
	3	-	1,500		11,500 0 0
	4	-	1,500		<hr/> 7,117 7 6
					4,000
					<hr/>
(Pour Personne.)					Due 3,117 7 6

Sundry letters from John Codman, written in London,
after his return from Paris.

No. 297.

[COPY.]

From John Codman's Travelling Letter Book.

Extracts from a Letter of J. Codman to Messrs. Barings.

LONDON, 4th March, 1801.

Sir F. Baring & Co.

GENTLEMEN,—I am now to acknowledge the receipt of your two favors of 27th February, and 3d instant, the former enclosing me sundry papers, relative to the ship *Abigail*, and her compromised freight in Jamaica, and the latest your account current, made up to the 28th February last, in which I observe you have included the balance due from the late firm of John and Richard Codman, all which are regular and in order, and the balance due to you on the 1st instant, is £16,595 1s. say sixteen thousand five hundred and ninety-five pounds, one shilling, which I shall note to your credit in conformity.

There is another small object which must have escaped your recollection, statement of which I enclose,—if correct, you will please credit me the amount, £83 15s.

I have the honor to be, &c.

J. CODMAN.

*Statement enclosed in the above.**

[SIR F. BARING & Co. TO J. CODMAN, DEBTOR.]

1796, March 31st. To this sum paid you by Richard
Codman, as by your letter, 10th August, 1796, £15,000
Deduct £5,000 which was loaned to R. Codman, as
per your letter, 18th April, 1799, - - 5,000

10,000

1797, March 31st. 1 year interest, - - 500

10,500

1798, - I do - - 525

11,025

1799, - I - - 551 5

11,576 5

Deduct Credit, March 31st, 1799, - 11,500 00

76 05

1800, March 31st. 1 year, interest, - 3 16 3

80 0 3

1801, - 1st 11 months - - 3 13 9

83 15

one-half per cent. rec. 15,000 7 10 }

two years interest, 15 }

8 5

£92

• No. 293.

[ORIGINAL.]

John Codman at London, to Richard Codman at Paris.

LONDON, 6th March, 1801. }
(5 Norfolk-Street Strand.) }

DEAR BROTHER,—I will inform you of my return to my old
quarters, and to my old indispositions, having been most sadly
afflicted with cold ever since I have been here, and there seems
to be no getting rid of it. I found Messrs. Barings quite au fait
as to your affairs before my arrival. They have called on me for
an acknowledgment of the balance of all our accounts, and I
have done it, including their demand on the late house of J. & R.
Codman, and allowing them the £5,000, so that all is now as they
wish it, and I have nothing to do but to go home, and go to work to

* From this it will be seen that the £11,500 credited by the Barings in their
account with John and Richard Codman under date of March 31, 1799, was for
money remitted by Richard Codman in 1796. Nothing was ever remitted to
them by Richard Codman, after the date at which Vans' property came into
his hands. See Barings account, No. 304, and their letter respecting this item,
No. 305.

pay them. I told Wiggin* I would let him in, in proportion with me, in the Firmancourt Estate, and Cremille Estate, first deducting the money I advanced in Paris. But this I cannot do to any other creditor *considering the mountain I have got to struggle with*. Since I have left you, I have thought it would have been best had I taken Bromfield and Houghton's bond on several accounts, one is they will complain if it gets into Vans' hands, and say it was contrary to your agreement to negotiate it and especially to him, and another that if ever it is in my power to serve you, *I must have the means*. If you have not parted with it, I recommend you to send it to me with a delegation void of expense in my favor. Messrs. Barings, as you may well suppose are very polite, and Sir F. liberal in his remarks and observations, even on the affairs which have embarrassed you. You will find nothing disagreeable from them when you see them, and if you come this way, you must be expected ere long, for after you have finished *your affair with Vans*, you can have nothing to detain you. Nobody will advance or do anything for you while you stay where you are, you must either quit or live by your own means. But remove into a new sphere while your character is good; you have the only chance that remains for your future welfare. Sir F. spoke a good deal of this, that your integrity was your treasure, and that you must not risk even that into situations too trying; for God's sake therefore quit Paris. Strobell don't come yet,—I long to hear by him how you come on with that tedious and disagreeable creature Vans.

JOHN CODMAN.

No. 299.

[COPY.]

[From John Codman's Travelling Letter Book.]

John Codman to Babut.

LONDON, 6th March, 1801.

Mr. Babut.

DEAR SIR,—I refer you to what I had the pleasure to write you from Calais and Paris. Since my arrival here, I find our mutual friends, Messrs. Barings would be disposed to sanction any negotiations I might have entered into, to remove my brother's embarrassments, and that they have written you to that effect. But such is the state of his affairs, and the relative situation of all around him that I cannot undertake to make *any more advances*, and all I have to ask of you is to liquidate and place into remittances to London, as soon as possible, the two objects I left with you, viz. the Firmancourt and the Cremille estates. I hope and trust he will be able soon to clear himself from his other engagements. I am in hopes also you will frequently write me to America, that I may know what to expect from these contingencies. I am yours, &c.

J. CODMAN.

P. S.—*I beg to be understood, that you are not to advance any monies to my brother, for which either me or my friends Messrs. Barings, are to be answerable.*

* A creditor of R. Codman's alone in London.

No. 300.

[COPY.]

Letter from J. Codman to Messrs. Barings.

LONDON, 6th March, 1801.

Sir F. Baring & Co.

GENTLEMEN,—In my letter to Sir Francis Baring from Paris dated 2d January last, I observed that I thought some aid to my brother from your friend Mr. Babut (with security in hand) might be of service. It then appeared probable something of the kind might have a beneficial effect; but before I left Paris I was satisfied to the contrary, and that the best means my brother has to adjust his affairs is, with such effects as he has. If therefore you have given Mr. Babut any authority to make advances to him, I must be under the necessity to ask you to countermand them entirely. I have the honor to be, &c.

J. CODMAN.

No. 301.

[ORIGINAL.]

John Codman at London to Richard Codman at Paris.

LONDON, 18th March, 1801.

DEAR BROTHER,—I wrote you that I thought you had better not give Vans Bromfield's debts, for if you do it will be a source of future trouble to you to balance between the parties—it will be like another *Deblois*, and I think you have had experience enough to make you sick of being every body's friend and advocate,—which in the end makes enemies of all and fills one with chagrin. If you have not parted with that instrument of Bromfield and Houghton's, transfer it to me by a line of transfer annexed, which you can do without expense; *It may in time operate some indemnification to me, which I know you desire*, and I shall have it in my power to prevent any disagreeable consequences, which I foresee if Vans gets hold of it. With regard to this creature I see stocks have fallen, which may operate in your favor. If you have not yet settled with him, I advise you to give him the Dreux Estate for 100,000 livres, and your note payable in some future time at moderate interest for the remainder, if you cannot do better by a compromise. But as you are on the spot you can judge better,—all I can urge is, that you lose no time, for the object of *l'isle de France* is immense. I saw a gentleman yesterday from that country, who more than confirmed my opinion, which you know was highly raised; at any rate you will be *ruined in fact in every sense*, if you do not leave France. It is hardly possible for me now to keep your fame afloat from those of our country, whose characters in France are sunk in infamy. Necessity is imperious, it requires your removal, depend on what a brother says. You will have no confidence but distrust while you stay, and to live so is a curse. I have called on none of Van's creditors, for I wish not to defile myself with any thing that belongs to him. I saw enough of his intricacies and intrigues while I was in Paris, and yet they were too

weak and low to operate as a snare; get rid of him and his——. Pray where is Strobell? I expect him every day and full information by him. I know your disposition to ease and to put things off, so that I must again tease you to consider yourself as departing, on the wing, and finishing, let every thing tend to do this.

Adieu,

J. CODMAN.

No. 302.

[COPY.]

John Codman to Babut & Co.

LONDON, April 5, 1801.

Messrs. Babut and Van-Heemackerck.

GENTLEMEN,—I received your favor of the 6th, and also two under date to the 20 ultimo, and take due note of their contents. I am very sensible of the purity of the motives that govern your conduct with respect to my brother, and have considered well your observations respecting the benefit that might arrive *even to myself*, by making a new advance to my brother for the purpose of adjusting with Mr. Vans, *and liberating my claims on the estates at Cremille and at Firmancourt*;—but notwithstanding the desirable appearances which such an arrangement holds out, I am so situated at a distance from the scene of operation, and of course liable to renewed disappointment, *that I have come to an unalterable determination, under no circumstances and in no event, to come under any new advances or any new engagements for my brother*. I have done all and more than all a brother ought to do, and I must now leave him to his fate. *If you can secure my rights* in those two estates, you undoubtedly will; the claims that you hold upon them, and also the security which you retain in the Dreux estate will, I hope, secure the two former *for my use*. My hopes are that the Dreux estate will enable my brother to settle with Mr. Vans, when Mr. V. finds he has no expectation from any other quarter. I must discharge my mind of this unpleasant subject and return to my friends in America, in hopes that I may there hear from you something more favorable. In the mean time accept my highest wishes and the cordial thanks of your friend.

J. CODMAN.

No. 303.

[COPY.]

John Codman to Messrs. Barings.

LONDON, April 5, 1801.

Sir F. Baring & Co.

GENTLEMEN,—By the enclosed letters from Mr. Babut, and my reply, you will see the nature of our late correspondence and govern yourselves accordingly. You will please forward the letter for Paris by post, and return me those received from thence, excusing the trouble they must give you to peruse them.

You will see that I conceive any new advances will be perfectly unavailing, and it is necessary that I should decidedly say that I cannot authorise them, in order that in future I may be relieved from that suspense which I have too long experienced; besides I have every reason to think that it is the only way to terminate my brother's affairs in France. I have the honor to be, &c.

J. CODMAN.

BARINGS' ACCOUNTS.

[The accounts of Messrs. Barings are very voluminous. We are constrained to omit, therefore, those which preceded the date of May, 1798. The first account inserted, begins under date June 5, 1798 (being a few days before they had received notice of the dissolution of J. & R. Codman), with a balance *against* the house of nearly £ 50,000 sterling! The stock loaned by Vans to R. C., was in the latter part of '98, or early in '99. It will be seen that no remittances were made by R. C. after that date, which clears away the argument that Vans' money had, in fact, gone into John Codman's pocket, through remittances of Richard Codman to the Barings.]

No. 304.

[ORIGINAL.]

Messrs. John and Richard Codman of Boston, their Acc't Current with J. & F. Baring & Co. of London.

		Dr.		Cr.	
1798.		£.		£.	
June 5	To balance of former account	49,489	14		
6	To Capt. Hammond's dft. 10 May	15	7 6		
July 14	To their dft. 28 March at 60 days	50			
	To protesting bills drawn on Lubberts & Co. of Hamburg		12		
Oct. 5	By our dft. 2d inst. on Delius at 2½ usces 37 8. against the oil consigned him in 1797			1,600	
29	By bill remitted by Voght against the freight of the Abigail			267	10
Nov. 6	By our dft. 2d inst. on C. Voght at 3 usces 37 10½			4,000	
	By charges of protesting bill on Hewes ..				13
1799.					
Jan. 9	To C. Voght's dft. 6 Jan. at 2 months ...	10	2 4		
23	To protesting our dfts. on Voght, £4,000		9		
April 8	By so much we credit them per 31 March, as per our letter of this day to John Codman			*11500	
May 10	By so much we credit them for freight recovered from the consignees at Hamburg, of logwood per Abigail, £2,800 13 Less Voght's com. 1 per cent. 28				
		£2,772	13		
	Exchange 35 5			208	15 6
14	By N. P. of 171 demi pieces cambrics, received from Guernsey			417	3 7
June 30	To com. on payments, 76 10 10 receipts, 17,576 9 4				
		17,653	2		

[Continued on the next page.]

* This large credit was for a remittance by Richard Codman, as long ago as March, 1796. See the letter referred to in the account, (No. 305.) The whole sum remitted was £15,000, which Messrs. Barings kept suspended, and finally claimed to retain £5,000 to reimburse them for some transaction with R. C. on his own separate account. See also No. 306, No. 297, and No. 128, relative to this subject.

		Dr.		Cr.	
1799.		£.		£.	
	2½ per cent.	88	5		4
	To interest as per account,	2,302	18		10
	To brokerage, at 1-10 per cent.				
	on £5,600, and stamps,	8	4		
	To postage,	4	1		5
		2,403	9		7
June 30	By balance due this day at their debit new account			33,976	1 6
		51,969	14	5	51,969 14 5

E. E. London, 30 June, 1799.

JOHN & FRANCIS BARING & CO.

No. 305.

[ORIGINAL.]

Extracts from a Letter of Messrs. Barings to J. Codman.

LONDON, Apr'l 8, 1799.

SIR,—With regard to the sum kept in reserve we have waited for a personal interview with your brother on the subject, but as that is not likely to happen soon, we think the best mode will be to credit your account of J. & R. C. with the sum of £10,000 and interest from 31 March, 1796, to 31 March, '99, in all £11,500, the remaining sum of £5,000 was a loan or rather a credit to your R. C. * * * If any further information is wanted we must refer you altogether to your brother.

The expectation he held out to us of a reimbursement of £16,000 falls very short indeed. You will have seen by our proceeding that the first sum of £4,000, was in course of payment and when paid we shall acquaint you, as we shall do if it comes back, but our second drafts for £4,000 on Hamburg, we repeat to you will not be paid, and which we attribute not to the want of funds or disposition, but to the recommencement of the war on the continent, which has rendered it impossible to realize those effects, which he had reason to expect, when he held out the expectation to us. * * *

J. & F. BARING & CO.

No. 306.

[ORIGINAL.]

Extracts from a letter of Messrs. Barings to John Codman.

LONDON, July 17, 1799.

John Codman, Esq., Boston.

SIR,—With regard to the £5000 that had not been brought to the credit of J. & R. C., you may consider it as altogether null and void, as it was nominal, it never had any real existence. The sum for which you have received credit we have not recovered, and probably never shall recover. It ought however to appear at your credit;—it has been passed accordingly;—all which your brother will confirm. Your remark respecting our allowing compound interest on this sum of £10,000 is very just, but which did not before strike us, as you will have seen by the account current lately transmitted to you, that we passed the sum to the credit of the account under date of 31 March last, with three years interest in £11,500; but we shall in the next account make good to you the compound interest. * * *

J. & F. BARING & CO.

No. 307.

[ORIGINAL.]

Messrs. J. & R. Codman of Boston, their Account Current.

		Dr.		Cr.	
		£.		£.	
1799.					
June 30	To balance of former account	33,976	1 6		
Sept. 15	To Caspar Voght's dft. 12 July, at 2 months.....	665	2 2		
1800.					
June 30	To commission on payments, £665 2 2 at $\frac{1}{2}$ per cent. 3 6 6				
	To interest, at 5 per cent. per annum, on £33,976 1 6 from 30 June to 15 Sept. 1799, 77 days, 358 7 6				
	To interest on £34,641 3 8 from 15 Sept. to 30 June, 1800, 288 days, 1,366 13 2				
		1,728	7 2		
June 30	By balance due us we carry to their debit on new account, per 30 inst.			36,369	10 10
		36,369	10 10	36,369	10 10

E. E. London, 30 June, 1800.

FRANCIS BARING & CO.

No. 308.
JOHN CODMAN'S SEPARATE ACCOUNT.

[ORIGINAL.]

*John Codman of Boston, his Account Current with John & Francis
Baring & Co. of London.*

		Dr.		Cr.	
		£.		£.	
1798.					
June 12	To amount of bottomry bond given by Capt. Crocker for money advanced for the use of the Thetis, £488 17 11 Deduct cost of bond, charged by us and paid by the Capt. 2 2	486	15 11		
July 3	To Capt. Crocker's dft. 31 May, at 30 days	29	1		
	9 By cash received of Capt. Crocker			580	
Aug. 6	To Anderson & Co.'s dft. 3 July, at 1 mo.	500			
	15 By cash received of John Tunno			1,200	
Sept. 15	By two bills on ourselves			398	4 9
	22 By two do. on Lane, } Murdock, } 150				
				1,800	
	27 To paid J. Tunno	5	12 1	1,950	
	30 By a bill on ourselves			300	
Oct. 4	To Capt. Crocker's dft. 4 Sept. at 21 days	54	9 8		
1799.					
Jan. 4	To drawback on provisions shipped to Jamaica	64	15 2		
	13 By 1 bill remitted by Delius			125	
	16 By do. do. do.			200	
	17 By do. do. do.			100	
	18 By do. do. do.			584	11 5
	24 By do. do. do.			150	8 7
Feb. 3	By do. do. do.			1,200	
	5 By do. do. do.			840	
March 8	By do. do. Kramer & Roosin, by order of T. T. Cremer			13	8 5
	9 By do. do. do.			50	
	16 To Capt. Hammond's dft. 9 January, at 30 days	678	1 8		
	18 By 1 bill remitted by Kramer & Roosin, by order of T. T. Cremer			550	
	21 By do. do. do.			200	
	26 To bill on Findlay, paid for his honor, with charges	223	19		
	28 By 1 bill remitted by Kramer & Roosin, by order of T. T. Cremer			800	
April 1	By do. do. do. do.			106	12 2
	4 By do. do. do. do.			200	
	18 By received of Capt. Crocker, 700 0 0 } By 7 bills rem'd by Builderma- ker, 2,240 4 1 }			2,940	4 1
	21 By 1 do. do. do.			200	
	22 By 2 do. do. do. 800 }				
	26 By 1 do. on ourselves, 220 }			1,020	
	By 2 do. remitted by Buildermaker			725	
May 4	To Capt. Crocker's dft. 19 April	22	19 3		
	22 By 1 bill remitted on Pinkerton			500	
	25 By 1 do. do. Bailey			500	
June 6	By N. P. of 65 R's pot and pearl ashes per Minerva per 18 August			461	7 10
	22 By two bills remitted by T. T. Cremer ..			86	2 9
	29 To Porter & Co.'s dft. 15 March, at 3 mos.	2,300			

[Continued on next page.]

		Dr.	Cr.
1799.		£.	£.
June 30	To Porter & Co.'s dft. 18 March, due 2 July	4,370	
	To do. 12 Apr. " 26 "	1,704	8 6
	To do. 6 May, " 20 Aug.	714	11 8
	To com. on payments, 10,443 19		
	receipts, 19,582 7 7		
		30,926	0 7 at
	1 per cent.	150	2 7
	To postage	16	11 6
	To balance we carry to his credit this day	8,993	12
	on new account		
June 30	By 2 bills remitted by T. T. Cremer, due		
	2 July		762 16 6
	By 4 do. do. do. due 3 July		864 1 6
	By 1 do. do. do. " 4 do.		200
	By 4 do. do. do. " 6 do.		904 3
	By 2 do. do. do. " 9 do.		570
	By 1 do. do. do. " 10 do.		301 3 7
	By 1 do. do. do. " 2 Aug.		360 13 7
	By interest per account		271 4 7
		20,315 00 00	20,315 00 00

E. E. London, 30 June, 1799.

JOHN & FRANCIS BARING & CO.

No. 309.

John Codman, Esq. of Boston, his Account Current. Dr. Cr.

		£			£	
1799						
June 30	By balance of former account.....				8993	12
July 1	By 1 bill remitted by Insinger.....				700	
18	By 2 do. do.....				1090	
"	To insurance of £300 pr the Thetis.....	39	13	6		
Aug. 14	By 1 bill remitted by Insinger.....				670	17 7
18	By 3 do. do.....				1860	
20	By N. P. of staves pr the Minerva pr 11					
July				26	12 4
"	By N. P. of coffee do. pr 30					
May				1048	10 4
22	By 1 bill remitted by Insinger.....				300	
23	By 2 do. Cremer.....				332	12 11
25	By 2 do. Insinger.....				500	19 9
26	To account of charges on shipping coffee for Emden & Bremen.....	860	5			
Sept. 1	By 1 bill remitted by Insinger.....				252	9
4	By 1 do. do. 1000, 00, 00					
"	By 1 do. Cremer 198, 12, 04				1198	12 4
5	To Capt. Goodwin's dft 2 July at 2 mos. 119, 08, 06					
"	To Capt. Crocker's " do. 90, 05, 00					
7	To Capt. Crocker's " 24 May at 3 mos. 300, 00, 00	209	13	6		
"	To paid John Leach 10, 00, 00					
		310				
11	By 5 bills remitted by Insinger.....				2000	
17	To Porter, Brown, & Co.'s dft 3 June at 3 mos.....	10,500				
19	By 7 bills remitted by Insinger.....				2200	
24	To Porter, Brown, & Co.'s dft 10 June at 3 mos.....	364	1	3		
"	By our dft 20 inst. on J. C. Bredencramp, a 32-8.....				650	
Oct. 12	By 1 bill remitted by Cremer.....				400	
25	To paid John Leach.....	10				
Nov. 3	To John Hawker's dft 3 Oct. at 30 days..	30	17	8		
22	By 2 bills on Delius.....				1410	
24	By 8 bills remitted by Insinger.....				1450	19 8
Dec. 31	To paid John Leach £20, 00, 00					
"	To cost and shipping charges of a floor cloth 18, 18, 02					
1800		38	18	2		
Jan. 25	By 2 bills remitted by Bredencramp.....				200	
29	By 5 " " " ".....				579	
31	By 2 " " " ".....				203	10 7
"	To Paid John Leach.....	10				
Feb. 1	To paid Mr. Tudor.....	21				
5	By 2 bills remitted by Bredencramp.....				500	
6	By 1 " " " ".....				300	
13	To Gardner Hammond's dft 11 Jan. at 30 days.....	46	2	6		
14	By 1 bill remitted by Insinger.....				4478	11 1
27	To bill on Voght, paid for his honor 100, 15, 06					
"	To charges on do. 1, 15, 06					
		102	11			
28	To paid Mr. Leach.....	10				
March 3	By 3 bills remitted by Bredencramp.....				800	
7	To paid Mr. Tudor.....	52	10			

[Continued on next page.]

		Dr.		Cr.	
1800		£		£	
March 10	To his dfts 2 Nov. at 60 days, 1727, 08, 11				
"	" " 5 " " 1000, 00, 00				
		2,727	8 11		
12	By 2 bills remitted by Bredencramp.....			600	
14	To his dfts 15 Nov. at 60 days.....	3000			
"	By so much we credit him by order S. Codman, pr 13 July, '99.....			1278	8
18	To paid Mr. Tudor.....	31	10		
24	By 1 bill on ourselves.....			422	10
31	By 2 bills remitted by Bredencramp.....			148	5 10
"	To paid Mr. Leach.....	10			
April 24	To J. Chandler's dft on Mr. Leach, 22 March at 30 days.....	82	19 9		
25	By 1 bill remitted by Bredencramp.....			100	
30	By " " ".....			503	12 11
"	To paid Mr. Leach.....	30	10		
May 11	By 1 bill remitted by Insinger.....			584	5 9
21	By 1 bill on John Campbell & Co. a Glasgow 409, 06, 11				
	Less postage 1, 10			409	5 1
June 3	To his dft 25 Jan. at 60 days.....	397			
10	To paid Mr. Leach.....	21			
30	To his dft 1 April, at 60 days, due 15 July	500			
	To Commission on £20,481, 16, 6 payments				
	26,123, 13, 2 receipts				
	46,606, 09, 8 at $\frac{1}{2}$ pr ct. 233, 00, 06				
	To brokerage 1-10 pr ct. on £650 and stamps 18,				
	To postage 19, 08, 06				
		253	6 11		
	By interest as pr account.....			734	10 1
	To balance due this day we carry to his credit on new acc't.*.....	15,189	5		
		36,926	17 11	36,926	17 11

London, 30th June, 1800.

FRANCIS BARING & CO.

* It will be seen that the balance to the *credit* of John Codman, under his own administration grows as fast as the balance to the *debit* of J. & R. Codman did under Richard's.

No. 310.

[ORIGINAL.]

John Codman, of Boston, his Account Current.

Dr.

Cr.

		£.				
1800.						
* June 30	To balance of the account of John & Richard Codman	36,369	10	10		
June 30	By balance of former account				15,189	5
"	By N. P. of 5 bags of coffee per the Minerva, of 30 May, 1799				74	18 10
July 15	To paid Capt. Nichols	230				
Aug. 18	To insurance of £3,000 per the Elizabeth	113	5			
Sept. 12	By return of premium for cancelling insurance of Gov. Bowdoin				59	5
Oct. 8	To account of charges on restitution of the Elizabeth	738	1	11		
Oct. 31	By return at $\frac{1}{4}$ per cent. on £3,000 per the Elizabeth				15	
Nov. 1	By nett freight of Thetis, Nichols				1,696	13 10
" 18	By our dft. 14th inst. on C. Voght, 24 mos. 31-9				473	6 3
	By expenses on a bill on Mackay, sent to Boston for acceptance					18
" 21	By bill remitted by Cremer				555	
Feb. 28	To Proctor's charges in the case of the Abigail	170	11	4		
	To powers of attorney in duplicate and postage	15	18	8		
	To commission on superintending the claim of the Abigail's freight	95				
	To interest at 5 per cent per annum on £. Days. £.					
	21,180 5 10 from 30 June to 30 July, 15— 43 10 5					
	21,410 5 10 from 15 July to 18 Aug. 34— 99 14 5					
	21,523 10 10 from 18 Aug. to 19 Sept. 25— 73 14 2					
	21,449 5 10 from 19 Sept. to 8 Oct. 26— 76 7 10					
	22,187 7 9 from 8 Oct. to 1 Nov. 24— 72 18 10					
	20,490 13 11 from 1 Oct. to 18 Nov. 17— 47 14 3					
	20,016 9 8 from 18 Oct. to 21 Nov. 3— 8 4 6					
	19,461 9 8 from 21 Nov. to 28 Feb. 99— 263 18 5					
	To discount from this day on £3,600, due 29 April, 60— 31 4 8					
		717	7	6		
	Less 1 year and 274 days' interest on £74 18 10,	6	11	3		
		710	16	3		
	To com'n on receipts £1,028 6 3					
	Payments, 230					
	1958 6 3 at $\frac{1}{4}$ prct. 6 5 9					
	To brokerage and postage, 9 18 2					
		727		2		
Feb. 28	By bill rem. by G. & M. Atkinson & Co. due 29 April				3,800	
	By balance due this day we carry to his debit in new account				16,595	1
		38,459	7	11	38,459	7 11

Errors Excepted. London, 28 Feb. 1801.

* By this it will be seen, that the old balance due from the late house of J. & R. Codman, was charged to the separate account of John Codman, being assumed and paid by him agreeably to the terms of his settlement with Richard in Paris.

No. 311.

[ORIGINAL.]

John Codman, Esq. of Boston, his Acc't Current. Dr. Cr.

		£.		£.		
1801.						
Feb. 28	To balance of former account	16,595	1			
28	By interest and commission overcharged in the last account current			91	5	
April 21	To his dft. to Wiggin	200				
24	To do. Packwood	94	10			
28	To do. Turner & Co.	25	19			
May 22	By 2 bills remitted by W. Codman, Esq.			2,500		
June 15	By 3 do. do. do.			3,200		
	By 1 do. do. Th. Th. Cremer ..				215	3
July 25	By 2 do. do. A. Baring			2,000		
	By 1 do. on ourselves			277	6	9
Aug. 3	By 1 do. remitted by W. Codman			1,000		
8	By 3 do. do. do.			1,300		
Sept. 19	To his dft. 17 June, at 30 days	209	9	2		
"	By 1 bill remitted by Curson			325		
Oct. 1	By 1 do. do. W. Codman			1,000		
22	To his dft. 6 Aug. 60 days	60	17			
Nov. 19	By 1 bill remitted by ourselves			2,000		
Dec. 3	By 1 do. do. Pehmoller			97	3	4
23	To paid John Lane	5	17	6		
1802.						
Jan. 11	By 1 bill on ourselves			120		
Feb. 10	By 1 do. on Thos. Dickason & Co.			1,500		
March 12	To commission on accepting bill of £2,000 on Dickason, for his honor	10				
June 16	To Insinger & Co.'s dft. 13 April, at 2 months	1,350	1	10		
Sept. 11	To charges on bill on Blackman returned with protest	4	14	2		
30	To his dft. 17 May at 60 days' sight	113				
April 28	By 1 bill on Hamilton & Co.			400		
Dec. 1	To Arthur Cayley & Co.'s dfts. 8 Aug. at 100 days	2,325				
May 12	By 2 bills on sundries			387		
Oct. 3	By 1 do. on O'Conner & Co.			200		
	By 3 do. remitted by Th. Th. Cremer ...			660	1	4
	By 1 do. on ourselves			140		
1803.						
Jan. 12	To his dft. 5 Oct. at 60 days	733	3	7		
June 25	To Thomson & Bonai's dft. 10 March at 8 months	1,111	5			
30	To com. on £6,229 3 1 payments 22,582 15 2 receipts					
	£28,811 18 3 at 2½ per cent.					
	£144 1 2					
	To interest as per account, 603 12 2					
	To postage, 15 2 7					
		762	15	11		
Feb. 28	By so much paid to Mr. Richards for our account			150		
April 1	By 1 bill on Thorn Wilson			3,000		
May 18	By balance of his advances to Mr. Rich- ards			121	7	6
June 30	By 3 bills remitted by Jos. Wilson, due 19 July, £1,000 0 0					
	Due 27 July, 758 7 3					
				1,758	7	3

(Continued on next page.)

		Dr.		Cr.	
1803.		£.		£.	
	By 2 bills remitted by F. & E. Delius,				
	due 20 July,	£270	13	10	
	Due 27 do.	172	19	11	
				443	13 9
	By balance due this day we carry to his				
	debit on new account			*927	14
		23,601	14	2	23,601 14 2

E. E. London, 30 June, 1803.

FRANCIS BARING & CO.

* Thus it appears, that the balance of near £50,000 against the late house of J. & R. Codman at the time of their dissolution, is reduced by John Codman, at this date, to a balance against himself, individually, of less than £1,000. This balance was paid soon after his death, which happened about this time. The subsequent accounts, which show this payment, it is unnecessary to insert.

Sundry Letters written after John Codman's return home.

No. 312.

From Letter Book.

Extract from a Letter of J. Codman to Mons. Babut.

Boston, 24th July, 1801.

* * * You will doubtless have seen my brother often, and I should hope ere this he may have brought his affairs to a close.

I am very sure you will do all in your power to save me something of the remnants of his property. I can give no further instructions than what will confirm what I have said and written to you before.*

J. CODMAN.

No. 313.

From Letter Book.

Extract from a Letter of J. Codman to Alexander Baring.

Boston, Nov. 9th, 1801.

* * * Our friend Mr. Dickason, goes out this autumn with his family; he has been very fortunate here, in his India concerns, and I believe leaves us with some reluctance. I was checked in my operations there, by the untoward affairs in France, and what has or will become of my brother, I cannot foresee. I have done all a brother ought, and must now leave him till circumstances place him in a situation from whence I can see better what he is about.

With regard to myself, my situation is very easy and independent, and I can attend again to business, with satisfaction to myself and friends—the worst is over with me; I am no longer in suspense or danger from the mistakes of others, and what is past must be forgotten. With great regard, your obedient servant.

J. CODMAN.

* The rest of the letter has no connection with Vans' affairs.

No. 314.

[ORIGINAL.]

From T. Melville to J. Codman.

24 June, 1801.

SIR,—I confirm mine of the 11th, and have only time to say, that Mr. Demille has just called on me, to acquaint me, that your brother and V's case had been tried yesterday, and the judgment that V. had obtained, was *broken*. Your brother is now at the Waters, at Viches—where he did intend when he left to stay some time. Your most obedient, THOS. MELLVILLE, Jr.

No. 315.

[ORIGINAL.]

From T. Melville to J. Codman.

PARIS, Oct. 14, 1801. }
(Vend. 22, 10 year.) }

John Codman, Esq.

SIR,—Your brother left this about twenty days past, but has not yet sent me the address where you may write him. He undoubtedly keeps you advised of his affair with V—, which wears the appearance of *everlasting*, as V. refuses all proposition. With due consideration, I am your obedient servant,

THOS. MELLVILLE, Jr.*

No. 316.

From Letter Book.

A Letter from J. Codman to Messrs. Babut, Van Hemsckerck & Co.

BOSTON, 30th Nov. 1801.

GENTLEMEN,—I have not had the pleasure to hear from you for some time, but I have a letter from my brother, dated 19th August, by which I learn that he has not yet settled with Vans. I am very sorry my brother, (instead of returning to Paris from Auvergne,) did not quit Paris altogether, and come to this place; it is the only step which remains proper for him to do, he ought and he must come immediately here, and take the benefit of our system of bankruptcy, before he can expect any one to have new confidence in him. He writes me that the judgment which Vans obtained against him, in a clandestine manner, for the obligation of 5,000 livres rente provisoire, had been annulled by the tribunal, and that his hypothèque upon the estate at Dreux falls of course—therefore mine must stand good; this is therefore to authorize and direct you not to relinquish it to Vans, even if an adjustment can now be made with him, but to keep it *for my use*; and also that of Dammartin, and to obtain as much more of my brother's property, for my use, as you can come at, and persuade him immediately to come here.—I am surprised he should write to Messrs. Barings for a new credit, he cannot expect it, and

* Mr. Vans quotes Melville as a witness in his favor. Yet it appears by these letters that Melville, while on the spot, well understood that Vans' claim was against Richard Codman alone.

indeed I should be sorry if they should give it, his only way is to come here and clear himself in a legal way; then his friends can and will assist him, but by no means suffer him to give notes payable at a future day, to hang like a millstone about his neck—in short, do not let him liquidate any further with Vans before he comes here—in the mean time do not give up my claim to the Dreux lands, and keep the Firmancourt estates in your hands, which I presume, now peace has arrived, will sell well. I wish also you might get hold of the Dammartin estate, if you find it worth much more than all the incumbrances; it will be worth while to get a conveyance of that likewise, and of the Betz estate also.—My brother must come here.

Adieu, yours faithfully,

J. CODMAN.

No. 317.

[COPY.]

From Wm. Vans to John Derby.*

PARIS, 20th August, 1801.

John Derby, Esq.

DEAR SIR,—I have already wrote you many letters, but have not been favored with any answer to them. I must therefore suppose you have never received them. Mr. Sprague going direct to Boston, has promised to deliver you this letter in person. My situation in France at this moment is simply this: I lent and placed in the hands of John and Richard Codman at Paris on going to America, the following sums:—

8,415 rentes tiers consolidated which cost me,	140,000†
Two houses sold by Richard Codman, in my absence,	80,000‡
100,000 livres rentes provisoire, value,	30,000
Lands in America,	6,000§
Mr. Compadre note,	4,000
Interest due on these sums for 3 years, about	50,000

Property which cost me this sum, - - - 310,000 liv.

My positive orders on leaving France, to Mr. Codman, which he acknowledges he received, was to place all my property of every kind and sort he could command in the public funds, *which he did do*, but afterwards they taking a rise he sold out, and put the profits in his own pocket, and now says he never bought, although all his letters to me fully prove he did buy, as well as those wrote me by Mrs. Vans, while I was in America, who not

* This is the first intimation Vans ever made of a right to treat John Codman as a partner in the engagements of Richard Codman to him. And even this is in a letter to a third person to be *shown* to John Codman. It was manifestly intended as a mere *threat* to frighten John Codman out of his claims on *Richard Codman's property* in France;—and John Codman so viewed it.

† Richard Codman sold them for a little over 18,000 livres.

‡ 73,000.

§ Where are they? Let us see the recorded deed.

|| R. C. denies ever having seen the note. See his Statement to Swan, No. 266.

only mentions that they were bought, but gives the price they were bought at.

But Richard Codman, owing to the advice of John Codman, has refused to pay me, supposing that as they had got all my property in their hands, I should not be able to carry on a process at law to get justice; but thank God he has been mistaken, and I have found friends to enable me to carry on my law-suit; and I have obtained three judgments against *Richard Codman*, and have arrested all *his* property, which may amount to about £25,000 sterling, say *half* the amount given me by the judgments.*

John Codman supposes that his having advertised at Boston the dissolution of the copartnership of John and Richard Codman, was sufficient notification of the dissolution at Paris, but I believe in this opinion he will find himself mistaken. For John and Richard Codman had a house at Paris, as much as they had at Boston. Therefore if it was necessary to advertise the dissolution of the house at Boston, it was equally necessary to advertise the dissolution of the house at Paris, which Richard Codman *has never done*,† and the house of John and Richard Codman, *exists* at Paris, at this moment, which I can and will prove; and *unless John Codman comes forward, and gives his brother orders at Paris, to give me up all the property belonging to John and Richard Codman, in France*, I will pursue in justice John and Richard Codman, and arrest their property wherever I can find it. But if John and Richard Codman will give me up all their property *in France*, which does not amount to *half my demand* on them, then I will give *a receipt in full* of all demands I have against them. This information and letter I will thank you to *show John Codman*, that he may know his true interest, and not be deceived by the lies of Richard Codman—who has not only deceived John Codman, but every person with whom he has had any concern.

Please present my best regards to Mrs. D., and believe me, dear sir, with esteem, sincerely yours,

WM. VANS.

Direct your letters to me at Mr. Montflorenc—Quay Mallavay, No. 1. Paris, and please read the enclosed and deliver it to Prince.

No. 318.

From Letter Book.

A Letter from J. Codman to R. Codman.

BOSTON, 12th Dec. 1801.

DEAR BROTHER RICHARD,—You will see by the enclosed, (Vans' letter to Derby) what Vans is after, and it unfolds the reason why he does not settle with you, and on what his hopes

* The whole debt is stated at 310,000 livres; the property arrested at about 600,000, and the amount of the judgments at near a million and a quarter!!!

† Such is the equitable foundation on which Vans finally attempts to build up a claim against John Codman! They had not *advertised* their dissolution in the *newspapers at Paris*—where the House never existed—although the fact was *well known to Vans*—therefore John ought to pay Richard's debt!

are founded. You will also see the trouble you have given me for these many years past, by your inconsiderate conduct in staying in France, and the ruin you have brought upon yourself in consequence. You must judge for yourself, what you had best do now,—I am really surprised you should attempt to get a credit of Barings, or any one else,—attend to R. Amory's advice. Notwithstanding all I have suffered by you, and the neglect with which I was a long while most distressingly treated, *I still feel a brother's affection for you*; this is implanted in my heart, and I cannot eradicate it. Clear yourself, and I will help and befriend you, but I will not suffer myself, if I can avoid it, to be ruined with all the dependants I am to sustain.

I think you had better leave all power with Babut, and come to this country. Adieu, yours with affection, J. CODMAN.

No. 319.

From Letter Book.

A Letter from J. Codman, to Messrs. Babut, Van Hemskerck & Co.

Boston, 5th January, 1802.

GENTLEMEN,—I received your favor of the 13th July, via London. I observe the danger I am in of losing the Firmancourt estate, by means of La Caze, who will not consent to transfer the same to me agreeably to his obligation. I suppose therefore it will be subject to the claims of my brother's creditors, and as *I am his principal creditor*, it is but just I should come in for my proportion with others. I therefore enclose you his obligation, dated Paris, 1st January, 1801, for \$48,328 57, upon which you can institute my claim with others, and so prevent the whole getting into other hands; lest this kind of demand should not be so regular as a letter of exchange, I have drawn on him three sets of bills exchange, at thirty days sight, for 30,000, 20,000 and 50,000 francs, together 100,000 francs, which upon his acceptance will form a regular and explicit demand, and enable you to claim for me. With regard to the lands at Dreux, I understand Vans' suit was annulled, and his inscription on that estate falls to the ground; if so, I wish you to pursue my claim thereon, and to sell it and remit the money to London, the soonest possible, but I pray you not to give a warrantee deed, but only a quitclaim deed, and if this is impossible and cannot be done, then only warrant so far as the amount you receive, but by all means prefer the quitclaim. I observe you have employed Mr. Berrier to pursue the Cremille estate, which is well, and my London friends will reimburse the expense. Bring this into effect as soon as you can.

As to the Dammartin estate, if you find you can secure me any thing from it by buying out Bertrand or others, or can facilitate my views in securing my property more effectually, I hereby place at your disposal 30 m. francs, say thirty thousand francs, for which I will immediately lodge you a credit with Messrs. Barings.

As to Vans, he is weak enough to think he can have a claim on me, and has written so to his friends here, which accounts for it that he never would accept any proposition from my brother; but his ex-

*pectations are without any foundation, as all my brother's dealings with him were in his private capacity, and besides they were subsequent to the dissolution of our copartnership. The letters I have from under his hand (Vans') clearly prove it is my brother who is his debtor, and not me.** As to my brother, he ought immediately to come here—you cannot press this determination too strongly upon him. If I was to write a volume it would only repeat this idea, I have therefore only to tender you my best wishes and best respects, being with all due consideration, gentlemen, your most obedient servant,

J. CODMAN.

No. 320.

From Letter Book.

Letter from J. Codman to R. Codman.

Boston, 6th January, 1802.

DEAR BROTHER,—I enclose this to Mr. Babut, who will send it to you. He writes me my claim on the Firmancourt estate is not likely to hold, as La Caze had declared before a court that it was your property; of course it may be subject to *your creditors*; and as this may be the case, I have sent him one of your notes of hand; but lest the form of that instrument may not be so current in France, I have drawn on you in his favor 3 sets of exchange, 50, 30 and 20,000 francs, which upon your acceptance, payable in some place in Paris, will enable him to recover a proportion with other creditors, and prevent the whole getting into Vans' hands. I think it will be best to secure me if possible, and come to this country, when either by compromise with your creditors, or by some other means, discharge yourself from their vexations. Vans has written Mr. Derby of this place, and desired him to show me the letter, that he looks upon me as responsible, BECAUSE the dissolution of the house was not advertised in Paris, and says the house did, and does still exist there. He is so totally mistaken in this idea, that I flatter myself that it will not be difficult to get rid of his PRETENCE, which is only done to FRIGHTEN ME, and to induce me to relinquish what is secured to me. Mr. Amory is of opinion that he cannot recover in this country of you the increasing value of his paper, and is confident if you would place every thing in Babut's hands secured for me, and come here, that what with buying Vans' debts, and the protection to you which our lenient laws afford, he might be brought to reason, and you saved from the direst calamities; all which considerations together, give me no little uneasiness I assure you.

The Dreux estate you will observe I have written Mr. Babut not to discharge; but on the other hand to hold all he can for me. You know my disposition; but it is evident sacrifices will not satisfy Vans, therefore come here to your friends. Was you but free, and you can be by coming here, ways might be pointed out for you. I should hope the peace might raise the value of lands and estates in France, but you can do nothing by staying to benefit by them. Take great care of all your papers, lest Vans get hold of them. Yours,

J. CODMAN.

* See the Letters to J. C. in the Paris Correspondence, No's 227, 229, 243, &c.

No. 391.

From Letter Book.

A Letter from J. Codman to Messrs. Babut, Van Hemskerck & Co.
 Boston, March 6th, 1802.

DEAR SIRS,—I have not had the pleasure to receive any of your letters for a long time. Messrs. Lord, Hovey & Son, of Bordeaux, advise me, under date of 27th October last, that they had under 6th of that month, forwarded me a letter from you, but it has never come to hand. I understand my brother has left Paris, but where he is gone I know not; he is still pursuing a very wrong determination in not coming to this country, where (if he lives) he will finally be obliged to come after a waste of time and property proportioned to his neglect of *this* his true point of interest. I know you will do every thing in your power to secure me whatever is possible from my brother's effects—in the first place all that you can possibly secure is *justly due from him to me*—second place, it will enable me the better to aid and to help him in future, and in particular in making it for the interest of his creditors to accept of some reasonable terms from him. I know of no better way to bring Vans to, than to hold my securities on the Dreux lands, and to pursue my claims on them to final judgment, turning them, as well as the claim on Grandin and Dillon, into money and into a remittance to England.—Should you be able to convert any of these estates into money, and be disposed to join in a shipment of French manufactures to this country, you may omit remitting to England any of my funds, and employ them towards making up for one-half concern in any such shipment. In this case I would recommend brandies, but not wines, silks, cambricks, blue broadcloths, laces, fans, millinery, gloves, &c., in return I can give you rice, tobacco, cod and whale oil, whalebone, cotton, pepper, coffee, pot and pearl ashes, or immediate remittances in bills on England or Holland—an exchange of which commodities is natural, and will therefore on both sides give a generous reward. The losses I have sustained and the interruption of my business occasioned by my brother's withholding so much of my capital has been great; yet my caution and watchfulness, called forth perhaps the more from the occasion, has enabled me to support the misfortunes and to meet with rigid punctuality, every demand on me, or my *late* establishment here, so that even our London friends, Messrs. Barings, have already received from me the full payment to the extent of their demands, and I have a sufficient capital remaining for every commercial operation, which I mention to you that you may feel perfect security in any operation you may commit to my care. I wrote you on the 5th January, which I hope you received, and referring you to which I am, with sincerity and respect, gentlemen, your most obedient servant, J. CODMAN.

P. S.—With regard to my copartnership with my brother, which commenced the 1st of May, 1791, and terminated 1st May, 1798, I consider that *the society existed only here in this place—that he could not and that he did not make use of the firm in Paris, and that all his speculations there have been in his own name and for his*

own account, and that his debts there, are his debts, and only his.—It is therefore very vain for Vans to have any other expectation but from him.

No. 322.

From Letter Book.

A Letter from J. Codman to Messrs. Babut, Van Hemskerck & Co.

Boston, 10th March, 1802.

GENTLEMEN: The present serves to countermand my credit on London for 30,000 francs, as expressed in my letter of the 5th of January last, and to request you will not draw on my friends there, or advance yourself, for my account, anything more than necessary lawyer's fees, or charges of a petit nature, in your endeavors to recover anything from my brother's effects. I can only repeat my advice to him, to come immediately to this country.

I am, respectfully, your most obedient servant,

J. CODMAN.

No. 323.

[ORIGINAL.]

J. Codman to R. Codman.

Boston, 13 March, 1802.

DEAR BROTHER RICHARD,—I received your letter from Marseilles dated the 5th December. I have taken the determination to subject myself to no more advances of money upon your account, and this I have done from the purest and most friendly motives both towards you and myself. I have also written Mr. Babut not to convey the Dreux lands even to effect a settlement with Vans, and my advice to you is to place every thing you have in his hands and come to this country. When you are arrived here you are safe and protected, here you can coolly consider your situation and what is due to *all your creditors*. As to the threats of Vans towards an attack upon me, they are so futile that *no sacrifice ought to be made to settle with him on that account*. Justice is due to your other creditors—to Andrews, Edwards, Wiggin and others as well as to him. If the funds in Babut's hands should have a successful termination, there is no doubt, with my disposition towards your future happiness, which never ceased to operate, and the commanding situation I am placed in from being *so large a creditor myself*, that I shall be enabled to procure for you, either by compromise or otherwise, an adjustment highly favorable to your feelings and to your repose—therefore by no means attempt to incur a new debt, for the sake of a partial adjustment—and come immediately to this place. Your friends are all well and unite in regards to you with your affectionate brother,

J. CODMAN.

No. 324.

*Extracts from a Letter of J. Codman to Sir Francis Baring & Co.**

Boston, April 16, 1802.

GENTLEMEN: My last respects were dated 10th ult. when I countermanded the credit I had given in favor of Messrs. Babut

* The residue of the correspondence ending at No. 332, is all from the Letter Books.

Van Hemacker & Co. of Paris, for 30,000 francs. I did this because I thought it possible these gentlemen might misconceive my intention, and appropriate the credit to a settlement with Vans; it being my decided opinion that my brother's affairs in general, and with Vans in particular, will be best adjusted by his speedy return to this country. * * *

J. CODMAN.

No. 325.

Extract from a Letter of J. Codman to Messrs. Barings.

Boston, May 17, 1802.

* * * I have letters from Messrs. Babut & Co. and beg to be understood both by them and you, that I will not be answerable for any moneys they may offer or may pay to Vans to settle my brother's account with him or with any other of my brother's creditors,—that if any moneys or credits are advanced to my brother, or for the payments of his debts either by you or Messrs. Babut, they must be done on the strength of my brother's credit with you, and not upon mine, having made up my mind that until my brother returns to this country, I will not advance anything, or suffer anything to be advanced on my account for the adjustment of his debt, and pray you to confirm the same to Messrs. Babut. * * *

J. CODMAN.

No. 326.

A Letter from John Codman to Messrs. Babut & Co.

Boston, May 20, 1802.

GENTLEMEN: I have received your favor of the 24th Sept.; it is now before me translated into our language, and is the latest date I have received from you.

I observe by it, the solicitude you feel respecting my brother's concerns. They are of such a nature as to excite in the breasts of all his friends the most poignant sensibility; but it appears to me, as it did when I was in Paris, that to attempt to extricate him by an advance of any money to Vans would not answer the purpose, and therefore, in all letters and instructions, I peremptorily refused to reimburse or to guarantee any such payment. When I gave you a credit upon London for 30,000 francs, it was to enable you to pay Bertrand and others, who had securities on my brother's estates, if by that means you could secure the return of the money so paid, and make a saving from the general wreck of his property,—but lest you should misunderstand my views, and appropriate it any other way, especially towards paying Vans, I have even countermanded that credit, and confined my responsibility to the fees of lawyers, and such small expenses as might occur in your path, to secure my claim on my brother's effects. I have done this, not for want of affection to my brother; I can forgive the past, and am ready to reach out a brother's hand and help him, when my aid can be of real utility to him; but I am not willing, and will not pay his debts; and if you advance any money for that purpose, you must do it for his account, and not for mine. I have written Messrs. Barings to the same effect, and if you and they act in any

respect as my agents, you must act according to my directions.—I entreat my brother to come immediately here, and consult with his friends. I have repeated this idea so often, I am ashamed to trouble you with it. He owes others, besides Vans, very large amounts. It is in vain for him to expect me to ruin myself to pay his *debts*. If he does expect it, I will not do it; but a brother's house, his friendship and protection, are sure pledges of his affection, which he will find on his return to America. I anticipate, with earnest hopes, the period when my correspondence with you will be more agreeable. In the mean time, accept the testimonies of my respect and friendship, the most sincere. J. CODMAN.

No. 327.

Extract from a Letter of J. Codman to A. Baring, Esq.

Boston, May 22d, 1802.

* * * My brother's affairs in France have, you know, given me much concern, and been attended with the most heavy and afflicting circumstances—he is still pursuing a very wrong plan there; his only safe one is to leave all with Babut, and return to this country, here perhaps some adjustment may be made with his creditors. I have been obliged to say to Babut, and to our London friends also, that I cannot be responsible for any advances they may make him. When you return, please to confirm it—my affection is strong towards my brother; it seems impossible for any thing to eradicate it, but duty requires I should keep myself in a state of security, as well for the benefit of my family, as in justice to those who place confidence in me. * * *

J. CODMAN.

No. 328.

Extract from a Letter of J. Codman to Messrs. Barings.

Boston, July 20, 1802.

GENTLEMEN,—I have duly received your favors of the 19th and 27th of April, with an enclosure in the letter, from Messrs. Babut & Co. of Paris. You observe, you had paid Messrs. Insenger's draft, for 1350 l. 10, in consequence of Babut's draft on them for 30,000 francs. I have accordingly passed the same to your credit, but having authorized no further payments, I shall not support them, but must consider the advance you say you have authorized Messrs. Babut & Co. to make, and which they have made to my brother, as done by you contrary to my positive and express direction, and of course for his account and not mine. * * *

J. CODMAN.

No. 329.

A Letter from J. Codman to Messrs. Babut, Van Hemskerck & Co.

Boston, July 20th, 1802.

GENTLEMEN,—I have received your favor of the 23d April last, enclosing a list of sundry payments you had made for my brother's account, as well as giving me an account of sundry assets he had left in your hands by way of reimbursement. I beg to be under-

stood again, as well as I have all along written and said to you, that I will not be answerable for any advances you have made or may make to my brother; you must look to him and to his assets, not to mine therefor. In the first place, you charge 23,900 francs, paid to Bertrand for his mortgage on Dammartin, this I allow and credit you for, and expect you will recover for me again, and remit to England to replace the 30,000 francs already drawn there; but I know nothing of Doyer, to whom you have paid 4,000 francs. If he was circumstanced like Bertrand, viz. if he had a security on Dammartin and that has been transferred to you for my account, it is well, but otherwise I cannot allow it.

The 2000 francs to Cutting,	
857 " Melville,	
2500 " R. C.	
8800 " for supplies,	

16157 fs. are charges

I have nothing at all to do with, and cannot allow or provide for. The charge of 5,000 to Berrier and Demilly, is very high, after all they have been before paid, but if that has been about my affairs I must submit to it—but the 15,000 for charges recording the mutation, I do not comprehend, and therefore cannot conceive what this enormous sum alludes to. I have written Messrs. Barings, as I have done you, again and again, that I will not suffer myself to be made responsible for any of the debts, or supplies to my brother, because leaving such a latitude in the hands of others might subject me beyond my reach of knowledge to burthens insupportable. I have therefore once and again, said to you and them, that I will guarantee nothing beyond my own positive directions; at same time I now say, that if the situation of Vans is such that my releasing the Dreux lands, would discharge his demands on my brother, I will consent, provided his discharge is full and complete as to every object or demand from himself, and Mrs. Vans, and that he has not transferred his claim to another, to appear hereafter against my brother. I am under no apprehension myself from the threats of Vans, but say this in hopes to relieve my brother; but this desire is not to be understood to authorize you to go further than my special directions. I am, with the greatest regard and respect, your most humble servant,

J. CODMAN.

No. 330.

A letter from J. Codman to Messrs. Barings.

Boston, Sept. 25th, 1802.*

GENTLEMEN,—I wrote you on the 20th July last, wherein I ob-

* About this time the following advertisement appeared in the newspapers in Salem and Boston. It throws a little additional light on the character of Mr. Vans.

"Whereas a note given at Paris by the subscriber some years since to Wm. Vans has lately been offered here as valid. This is to warn any person against receiving said note, it having been long since paid, but detained by Mr. Vans under pretence of being lost.
JOHN HIGGINSON."

Boston, August 6, 1802.

served having credited you £1350 1s. 10d. being the amount of my credit to Messrs. Babut & Co. for 30,000 francs, but informing you, that I could not support any further payments to them on my brother, because leaving a credit so unlimited might subject me to burthens insupportable.—I am in expectation the latter will find his way home ere long, and hope Mr. Babut will dispose of the property so as to reimburse the advance made him. * * *

J. CODMAN.

No. 331.

Extract from a Letter of J. Codman to Messrs. Barings.

Boston, Jan. 15th, 1803.

GENTLEMEN,—Being deprived of any of your favors, since the preceding copy of my last, I have now to inform you that my brother Richard has at length arrived at this placé. * * *

J. CODMAN.

No. 332.

*From John Codman to Mr. Pierre Benoit Babut.**

Mr. Pierre Benoit Babut,

Boston, April 28, 1803.

DEAR SIR,—Since my last respects of the 20th July 1802, I have received your two favors of the 20th Sept. 1802, and 20th Jan. 1803, and have had frequent consultations with my brother about them. I am exceedingly sorry to learn by all your letters the encreasing difficulties you meet with in conducting these affairs, and the expense that seems accumulating upon them.

I discovered myself, while in Paris, that it was in vain to go on advancing money to satisfy demands against my brother, unless one were determined to satisfy them all, which was impossible. I had therefore only to regret the 20,000 livres I was induced to pay there myself, and gave positive directions to you to pay no more; yet contrary to my wish and my directions, you have paid considerable sums of his old debts, and he is not the better for it, but has only thrown a new burthen on his friends.

He must benefit by some system of bankruptcy, and the sooner that is always done the better. I therefore exceedingly regret your paying Cutting and others, which has so little object towards his final releasement. He undoubtedly procured a temporary relief by it, but since his affairs were so embarrassed, he ought to have put in his Bilan, and taken shelter under the protection of the law. Your being persuaded by him to do this puts me in a very painful predicament. I know very well the best motives actuated you, and I feel for you a lively friendship, which circumstances that occurred while I was in Paris, have left an undiminished impression of on my mind. I rejoice that he is now in this country, where no new occasion of this kind can arise, and all I wish now is that some end could be

* John Codman died at Boston a few days after the date of this letter, viz. May 17, 1803.

put to his affair with Vans, and that you could adjust with him, and remunerate yourself out of the property you have in charge.

My brother must then benefit by some system of bankruptcy to clear him from his other creditors, and you will easily see that this ought to have been done in the first instance while he was at Paris.

I do not know what advice or directions now to give, whether it is possible to settle with Vans or not. It is very clear he can have no demand on me, therefore his threats are vain; but it would be desirable to settle with him if it can be done within the compass of the property that remains, and so far if you can adjust with him you may, leaving the mode to your discretion. This must be by releasing the estates and not in money, as it is important that no event may call on me for new sacrifices of my domestic property.

J. COBMAN.

No. 223.

THE BOSTON ACCOUNT.

[A new account settled at Boston, between John & Richard Codman, Feb. 26, 1803, including the balance of their Paris settlement. This contains the private account of Richard Codman, with the house at Boston, corresponding with their books, where the entries were made at their respective dates. The first sheet contains the debit side of the account, from the beginning of the partnership, May 1, 1791, to Aug. 15, 1793, amounting to £2,232 14 10, and consisting of numerous small items, making a very long account, and throwing no great light on the subject of Mr. Vans' claims, for which reason sheet No. 1 is omitted. The credit side of the same sheet, coming down to April 30, 1798, (the date of the dissolution) amounts to \$50,855 40, being made up chiefly of R. C.'s 1-3 of profit and loss, carried to his private account regularly each year, agreeably to the terms of the copartnership. This sum however, also includes a credit of \$2,075 17, for R. C.'s share of his father's estate.]

[ORIGINAL.]

Dr. [No. 2.] Mr. Richard Codman, in Account with John & Richard Codman. Cr.

		£			Dr.		
1793	To amount from sheet No. 1.....	2232	14	10	By amount from sheet No. 1.....	50,855	40
Oct. 2	Cash p'd 4th p't on 494 Union B's shares	292	11	3	By a clock sold Joseph Blake.....	50	
Dec. 16	To Jacob Porter for a discount.....	27	12	7	By sundry paintings, statuary, and looking glasses received from Paris.....	2000	
1794							
March 21	To cash paid Flagg for dentifrice, &c....			5			
April 10	To Levi Lane, for a bed sack.....			18			
April 30	To J. & Thos. Amery & Co. for the balance of his private account, £176, 2, 11 st'g. Exchange 33½.....	234	17	3		52,905	40

[continued on next page.]

Ex. \$103 05 01		£413 00 05	
1796	March 5 To cash paid Townsend repairs watch...	1376 74	
1797	Sept. 23 To J. & Tho's Amory & Co. for the bal- ance of his private ac't, £358 8 3, a 4 6	1 50	
March 14	To Thomas Dennie for one half pipe M. wine, 50 gs. a 15 6.	1592 94	
"	To cash paid impost on a dressing table...	129 17	
June 22	To Stephen Codman for cash paid Blake for Encyclopedia.....	1683	
	To cash paid Capt. Davis freight case per the Eliza.....	20	
Nov. 13	To cash paid do do do.....	1 88	
1798	To cash paid do do do.....	6 67	
Jan. 18	To Francis Coffyn Jr. for cash paid his Doct. in Dunkirk, 32 4 stg. a 4 6.....	7 20	
April 6	To cash paid for pair of buckets, fire so- ciety.....	5 33	
1800	Feb. 15 To John Codman for a discount.....	5	
1802	Feb. 9 To Rem. R. C. for share of his father's est. To \$ of lands purchased of A. Gray.... To \$ of do. granted pr town of Boston, on which new R. W. stands.....	2222 1500 500	
	*The same being twice credited.....	4322	
		20178 19	

* These sums were credited to R. C. in the account settled at Paris, (No. 225,) which see. But they had also gone to his credit in the books of the House at home; for which reason they are now recharged to him.

[continued on next page.]

1802.	Brought forward	2017819
March 10	To profit and loss for his $\frac{1}{2}$ bal. of said ac't.	17016 3
	To cash paid Joseph Blake, for his son's expences from France.....	144 44
	*To the balance of your Paris acc't as ad- justed there Jan. 1, 1801, 48,328 57	37338 66
	To over credit on brig Eliza- beth	48 06
	<hr/>	
	Deduct, Rec'd of Wm. Tudor Jr.	48,376 63
	, a balance 1880 49 } 1477 49	
	403 00 }	
	Another quarter's int.	
	of Le Couteulz, 323 00	
	<hr/>	
	1800 49	46576 14
		<hr/>
		83914 80
	†To $\frac{1}{2}$ a balance due from ship Abigail...	5391 48
	‡ To $\frac{1}{2}$ of sundry bad debts pr schedule due to John & Rich'd Codman.....	10218 50
		<hr/>
		99424 78

Feb. 26, 1803. Errors Excepted. JOHN CODMAN.

* See the account settled at Paris, No. 235 for this item.

† The ship Abigail had been captured, and there was only a claim out-
standing for restitution, from which nothing appears to have been realised.
R. C. is charged therefore, with his $\frac{1}{2}$ of the adventure, as he is with $\frac{1}{2}$ of
sundry bad debts due to the House.

‡ A list of these is endorsed on the account, and is found to correspond
with the accounts remaining unsettled in the books. See No. 336.

No. 334.

[ORIGINAL.]

A continuation of the Account between John & Richard Codman, after Feb. 26, 1803, in John Codman's hand writing.

Dr.		Cr.	
Mr. Richard Codman, in Account Current with John Codman.			
To balance from another sheet.....	\$ 46,519.38†	By an Encyclopedia charged in Account, which I have retained.....	45
To cash paid at Paris, Jan. 1801, francs 19,408 75 a 30 cents	3881 75	" Balance due to John Codman.....	50,964.58
To do. for which I paid Mr. Melville's bill, on Wiggins of London, for £ at g 103 3 1.....	458 45		
To Cash paid at Philadelphia, by Willing & Francis.....	50		
			\$ 50,909.58
	Drs		
	50,909.58		

* For this item see No. 333, on page 240.
† For this item see the memorandum made in Paris, at the foot of the Account settled there. No. 235.

* Of this large balance (upwards of \$50,000) justly due from Richard Codman to John Codman, on the settlement of their affairs, neither John Codman nor his estate has ever received a farthing. The property which had been conveyed to him by Richard, in France, as security for this debt, after long litigation with numerous creditors there of Richard Codman's, (among whom was Vane) was finally wholly lost to J. C. The truth of this balance will appear by inspection of the voluminous account books of the House, and numerous documents to support the entries. These of course cannot be published *en masse*. All that can be done is to present abstracts of a few of the principal accounts, and refer to the Reports of the Legislative Committees who have examined the books themselves.

No. 335.

Statement of balances of all open accounts of John & Richard Codman with foreign houses, and of all accounts apparently connected with *foreign* business, as they stood on the books of J. & R. Codman, May 1st, 1798.

	Dr.	Cr.	REMARKS.
1. PERSONAL ACCOUNTS.			
J. Richards, Paris.	\$397-96		This bal. was due from April 30th, '96, and remains still open.
C. Voght, (Hamburg) Boston account.	5-21		This acc't remains still open.
J. & T. Amory & Co. (London.)	81-85		This acc't was varied by further entries, from acc'ts subsequently rendered by them, making a large balance in their favour, which was closed principally by the account called "Remittances R. C."
Assignees of Lane, Son, & Frazer, (London.)	13,104-69		A bal. standing from April, '96—closed finally, by 'Suspense account' and 'Ship Abigail.'
C. De Buc, (supposed France.)	13-61		A bal. standing from April, '96, and still open.
Brothers, Blandow, (St. Petersburg.)		996-20	Closed by the acc't of "J. & F. Barings & Co." Sept. '98.
W. J. Willink, (Amsterdam.)		61-71	Still open.
C. Voght, (Hamburg.)	47,935-66		Settled by "Remittances R. C." and "J. & F. Barings & Co." Dec. 10, 1801.
Ryberg & Co. (Copenhagen.)		14,734-21	Closed Oct. 8, '98, by "Ship Minerva's voyage," and "Exchange acc't."
J. & F. Baring & Co. (London.)		145,210-93	Varied by further entries from acc'ts subsequently rendered by them, and closed by sundry acc'ts, July 20, 1801, the final bal. being transferred to "John Codman."
Homberg & Homberg, freres, (Havre.)		283-30	Closed Feb. 1802, by transfer to "John Codman."
A. Baring, (London.)	1-00		Still open.
J. Dohrman & Co. (Lisbon.)	3,100		Partly transferred to "Exchange acc't," and the balance still open.

Statement of balances, [CONTINUED.]

	Dr.	Cr.	REMARKS.
Francis Coffyn, Jr. (Dunkirk.)	18,254-62		Closed in '99, by "Remittances R. C."

All the other accounts with third persons, open May 1st, 1798, appear to be of a domestic character, i. e. accounts with persons *resident in the U. S.* The balances of the private accounts of John Codman and Richard Codman at this date, were as follows.

	Cr.	
John Codman	45,749-97	
Richard Codman	34,904-21	His share of profits at that date, less payments made for his private account.

2. IMPERSONAL ACCOUNTS.	Dr.	Cr.	REMARKS.
*Adv. pr. ship Enterprize, from Norfolk to Havre.	\$ 21,124-67	\$	A balance standing from April, '96, closed Dec. 10, 1801, by "Remittances R. C." and "Profit & Loss."
*Adv. pr. ship Catherine, from Boston to Havre.	20,385-96		A balance standing from April, '95, closed as the preceding.
*Adv. pr. ship Commerce, from Norfolk to Havre.	23,883-33		Chiefly a balance standing from April, '95, closed as the preceding.
*Adv. pr. ship Commerce, from London to Havre.	23,259-17		Chiefly a balance standing from April, '96, closed as the preceding.
*Adv. to Havre de Grace, pr. brig Leonard, Hackett.	15,512-88		A balance standing from April, '96, closed as the preceding.
*Adv. pr. ship Thetis, from Boston to Havre.	36,483-51		A balance standing from April, '95, closed as the preceding.
*Adv. pr. ship Catherine, fourth voyage, Boston to Havre.		12,974-33	This balance to credit of said acc't, is made by a charge to F. Coffin, of Dunkirk, of \$37,446-40 proceeds in his hands, which afterwards went to R. C. The account is closed in Dec. 1801, by "Remittances R. C." and "Profit & Loss."

* These items exhibit the *first cost* of cargoes which had been sent from the U. S. to Europe, and there came to the hands of Richard Codman, who had rendered no accounts, which kept these balances open and unsettled. See the correspondence from '95 to '98.

Statement of balances, [CONTINUED.]

	Dr.	Cr.	REMARKS.
*Ship Minerva's cargo, to Bordeaux.	20,604-74		Part of a larger balance, standing from April, '96, reduced by sundry credits in '96 and '97, closed as the preceding.
*Adv. pr. ship Thetis, to Lisbon.	90,900-		A balance standing from Sept. '96, increased afterwards, by acc't of Dohrman & Co., Lisbon, to \$50,076-44, closed as the preceding.
Total of these items.	181,959-26	12,974-33	
Snow Mary.	106-23		Closed July, '98.
Ship Commerce.	1271-26		Some further entries, and closed by "Profit & Loss."
Ship Catherine's first v'ge.	932-39		Some further entries, and closed by "Profit & Loss."
Ship Gov. Bowdoin.	2019-26		Closed by "Profit & Loss," in Dec. 1801.
Adv. pr. ship Abigail.		365-55	Do. in Feb. 1800.
Minerva's second voyage.	7404-08		Carried to the acc't called "Ship Minerva's Cargo," in Feb. '99.
Adv. to France.	1000-		Closed by "J. & F. Baring & Co.," and "Profit and Loss," in Dec. 1801.
Adv. pr. ship Commerce.	3645-63		Closed in '98, by "John Codman," and "Profit and Loss."
Adv. pr. Snow Mary.	95-28		Closed in '98, by "Snow Mary," &c.
Ship Minerva.		3929-81	Closed in 1801, principally by "Ship Minerva's Cargo."
Ship Abigail.	6204-67		Balance increased by subsequent entries, and the ac't still open.
Adv. to Bremen.	8619-88		Closed by "F. Delius," and "Exchange acc't."
Insurance Ac't.		789-11	Closed by "Profit and Loss" in 1801.
Notes Payable.		59,796-94	Varied by subsequent entries, but principally carried to the account of "John Codman."

* See note on preceding page.

Statement of balances, [CONTINUED.]

	Dr.	Cr.	REMARKS.
Notes Receivable.	28,715-27		Do.
*Invoice, R. C.		7439-39	A balance standing chiefly from '96, closed by "Remittances R. C."
†Remittances, R. C.		104,286-74	Varied by subsequent entries, and finally closed by the acc't of "Richard Codman." See these accounts, Nos. 338, 339.

* This item is for goods sent out from Europe by Richard Codman, in '96. It is of the same character with the account next below, in which it is finally merged.

† This account was intended to exhibit the remittances made by Richard Codman in Europe, through the Barings, or otherwise, as fast as they were realized by the house here. It is easy to see from this state of the accounts as they stood on the day of the dissolution, that their winding up must result in a heavy balance against Richard Codman. He was to be charged with the proceeds of the cargoes which went to his hands. Supposing them to have produced in Europe no more than they cost here, (which, generally speaking, is contrary to the fact,) it would charge him with at least,

Less the credit for the Catherine's 4th voyage, $\$181,959-26,$
12,974-33, 168,984-93

At the same time his remittances had amounted only to the sum of the two accounts, called "Invoice R. C." 7,439-39,
and "Remittances R. C." 104,286-74, 111,726-13

Leaving him still to account for 57,258-80

To which should be added the balance of F. Coffin's acc't, which was paid to R. C. in France, 18,254-62

75,513-42

And from which should be taken the balance of R. C.'s private account in the books of the House, which was to his credit, 34,904-21

Leaving a clear balance against him, of 50,609-21

These balances which stood open on the 1st May, '98, would of course, be varied somewhat by new entries, as accounts were transmitted from time to time by foreign houses. New items, both of debit and credit arose, when such advices came to hand, relating not to new business, (which wholly ceased at this date,) but to the winding up of the old business. Most of the balances however, remained unsettled, for want of any accounts rendered by Richard, until John Codman brought him to a settlement at Paris, Jan. 1, 1801—the result of which did not vary greatly from the result of the books, above stated, as they stood on the day of the dissolution.

No. 336.

*Statement of all the balances of accounts of \$100 and upwards, which remained open in the books of J. & R. Codman, at the death of John Codman, May 17, 1803, and which still remain open in said books.**

	Dr.	Cr.
J. Richards	\$ 397-96	\$
Shaw & Rundle	3,920-83	
J. L. Homer	109-92	
Warren & Cowder	146-14	
Thomas Welsh	4,400-00	
Adv. to Fredericksburg (in hands of Fontaine Maury),	1,123-93	
J. M. Snow & Co.	399-90	
Jon. Winship	401-30	
P. Bryson	210-96	
James Moffatt	15,357-21	
Francis Gray	1,437-94	
Eleazer Homer	176-73	
Thomas Carnes	468-75	
James Lathrop	100-00	
John Whiting	438-30	
S. Burley	574-83	
F. Delius		1,969-20
Geo. Domett	408-18	
Profit and Loss		373-76
Ship Abigail	15,874-46	
† Richard Codman	31,009-40	
† John Codman		75,240-72
Sundry accounts under \$100	793-98	
Do. do. do. do.		167-04
	77,750-72	77,750-72

* From this it appears, that the other accounts, open May 1, 1798, had been closed and settled. Those remaining unsettled are bad debts and accounts esteemed worthless; for his $\frac{1}{2}$ of which, Richard Codman was charged in the account settled at Boston Feb. 26, 1803. See No. 333.

† From this it appears, that the balance of Richard Codman's private account, which was to his credit May 1, 1798, \$34,904-21, was turned into a debit of \$31,009-40. Such a result was to be anticipated from the state of accounts May 1, 1798, as exhibited in No. 335. John Codman's credit, on the other hand, is increased from \$45,749 47, to \$75,240 72, as was to be expected from his having assumed and paid the debts of the house, agreeably to the terms of the Paris settlement. All the accounts, excepting those which were worthless, being wound up, and no property of the house remaining, this sum exhibits an apparent credit, which John Codman could never realize.

And in the settlement of accounts between the copartners, Richard Codman having put in no capital originally (see No. 2, and the books), it follows, that Richard was indebted to John for the whole balance charged against him on his private account, viz. \$31,009-40
And $\frac{1}{2}$ of the bad debts, being for the Abigail 5,291-48
and for the other accounts of bad debts 10,218-50

Which makes the balance of the account as settled between them
(see No. 333) 46,519-38

No. 337.

PROFIT AND LOSS ACCOUNT.

Statement of the balances struck and divided between the partners from May 1, 1791, to May 1, 1798.

	DR.	CR.
1792.		
Oct. 31 J. Codman, for $\frac{3}{4}$ balance of said account, \$		
£1,313 5 11 $\frac{1}{2}$, in dollars		\$ 4,377-70
R. Codman, for $\frac{1}{4}$ same, £650 12 11 $\frac{1}{2}$		2,188-85
1793.		
April 30 J. Codman, for his $\frac{3}{4}$, £2,545 10 9		8,485-12
R. Codman, for his $\frac{1}{4}$, £1,272 15 4 $\frac{1}{2}$		4,242-56
1794.		
April 30 J. Codman, for his $\frac{3}{4}$, £2,274 2 2		9,247-04
R. Codman, for his $\frac{1}{4}$, £1,357 1 1		4,623-52
1795.		
April 30 J. Codman, for his $\frac{3}{4}$, £1,483 9 1	4,944-84	
R. Codman, for his $\frac{1}{4}$, £741 14 6	2,472-42	
1796.		
April 30 J. Codman, for his $\frac{3}{4}$		7,393-96
R. Codman, for his $\frac{1}{4}$		3,696-98
1797.		
April 30 J. Codman, for his $\frac{3}{4}$		17,465-86
R. Codman, for his $\frac{1}{4}$		8,732-93
1798.		
April 30 J. Codman, for his $\frac{3}{4}$		36,228-11
R. Codman, for his $\frac{1}{4}$		18,114-06

In the whole, J. Codman had been credited for his $\frac{3}{4}$		Net Profit.
of Profit and Loss, with	\$83,197-79	
And debited for his $\frac{1}{4}$ of the year 1795	4,944-84	
		78,252-95
And R. Codman credited for his $\frac{1}{4}$ with	41,598-90	
And debited for his $\frac{1}{4}$, in the year 1795	2,472-42	
		39,126-48
		117,379-43

But the winding up of the foreign accounts of business transacted for the house through Richard Codman, in Europe, resulted in heavy loss, so that upon the last division of the Profit and Loss account, March 10, 1802, J. Codman was debited for his $\frac{3}{4}$, with \$34,032-06
 R. Codman " " " " $\frac{1}{4}$, " 17,016-03

	51,048-11
And the result of the whole business at that date was, that the house appeared to have earned	\$117,379-43
Less,	51,048-11
Net,	66,331-32

Of which John Codman had been credited for his $\frac{3}{4}$, with \$44,220-87
 And Richard Codman, for his $\frac{1}{4}$, with 22,110-45
 The whole of which, and more, R. C. had sunk in his ruinous French speculations; so that, after receiving his share of the profits in full, he still stands indebted to the house upwards of \$31,000, besides his share of the bad debts and worthless accounts which remain unclosed. The closing of these would show, that the actual net earnings of the house, during the whole term of copartnership, were only about \$20,000, instead of being \$200,000, as they very probably would have been but for Richard Codman's mismanagement.

No. 338.

*Richard Codman's private account in the books of J. & R. Codman, beginning with the last balance struck before the date of the dissolution.**

	Dr.	Cr.
1797.		
Oct. 31 By balance of old account	\$	\$ 16,809-35
Nov. 30 To cash paid freight of case per Eliza	6-67	
1798.		
Jan. 18 To Francis Coffin, cash paid his Doctor in Dunkirk	7-20	
April 30 To cash paid for pair buckets, Fire Society By profit and loss, his $\frac{1}{2}$	5-33	18,114-06
1800.		
Feb. 15 To John Codman, for a discount	5.00	
1802.		
† Feb. 9 To Remittances R. C. For his share of his father's est. 2,222-00 " $\frac{1}{2}$ of land purchased of A. Gray, 1,500-00 " $\frac{1}{2}$ do. granted by town of Bos- ton, on which new ropewalk stands, 500-00	4,222-00	
	(The same being twice credited.)	
‡ Mar. 10 To Profit and Loss, for his $\frac{1}{2}$ balance of said account	17,016-03	
May 5 To John Codman, for cash paid Joseph Blake, for his son's expenses from France By John Codman, for a clock sold Joseph Blake, for	144-44	50-00
July 23 By John Codman, for sundry paintings, statuary, and looking-glasses, received some time since from France, valued at § To Remittances R. C.	46,576-14	2,000-00
By balance to new account		31,009-40
	67,962-81	67,962-81
Balance to his debit brought down	31,009-40	

* By this account we see what charges, made after the dissolution, turned R. C.'s credit of \$34,904-21 at the time of the dissolution, into a debit of \$31,009-40. The difference is resolved by three items, which are noted below.

† For this item see note to the account settled Feb. 26, 1803. No. 333.

‡ Upon this item it is enough to remark, that John Codman's own account is debited, at the same time, with twice this amount for his $\frac{1}{2}$ of the loss. See No. 337.

§ R. C. is here charged with the balance of the account called "Remittances R. C.," which represents the result of his foreign agency, or the difference between all sums received and paid by him abroad for account of J. & R. Codman. See a statement of the account, No. 339.

No. 339.

Statement of the account called "Remittances R. C.," in the books of J. & R. Codman, exhibiting the result of his agency in Europe for that house.

<i>Remittances R. C.</i>		Dr.	Cr.
1798.			\$
* April 30	By old account	\$	104,286.74
May 1	For Cash paid R. Codman's draft to Andrews & Co., dated Paris, Dec. 17, 1797	2,000.00	
18	To John Codman, for Cash paid R. C.'s draft, dated Paris, Dec. 5 last, favor Nath'l Fellows, 60 days sight, for dollars. 2,000		
†	For Cash paid draft same date and sight, favor Samuel Brown, 2,000		
		4,000.00	
June 13	For Cash paid Richard Codman's draft, dated Paris, 16 January, favor J. Chipman	1,800.00	
July 17	By Willings & Co. For one quarter's int. on 3 per cent. stock, the property of LeCouteulx & Co. 357.65 Less Commissions, 3.57		354.08
Aug. 24	To John Codman, † for Cash paid R. Codman's draft the 7th inst. dated Paris, 25 March last, in favor of Andrews & Co.	2,000.00	
24	To Caspar Voght, † for sundry remittances made John & Francis Baring & Co., wrong entered the 31st August, 1795	17,429.08	
Sept. 20	To J. & F. Barings & Co. † for six bills on Dyde & Scribe, unpaid,		

* This is the balance to the credit of the account as it stood on the day of the dissolution, for remittances received prior to that time, and before the result of the numerous shipments to Europe, which went to R. C.'s hands, had been charged to it.

† The items marked thus, amounting to upwards of \$30,000, are all for bills drawn by Richard Codman, and paid by the house here; for which, in addition to the entries in the books, the bills themselves, in our possession, are vouchers. See also the letters from John Codman to Richard Codman, complaining of these drafts.

‡ The items marked thus, are vouched (in addition to the books and correspondence) by the original accounts of Caspar Voght, Barings & Co., Rucker & Wortman, Francis Coffin, Dohrman & Co., I. & T. Amory & Co. They amount to upwards of \$230,000; but are counterbalanced by credits derived from the same accounts, to the amount of more than \$310,000; so that the items of this character, taken together, from both sides of the account, result in a credit to it of about \$80,000.

Remittances R. C. [CONTINUED.]			Dr.	Cr.
1793.				
Sept. 20	each £641,	3,846		
†	R. Codman's drafts on them			
	1 April, 1795,	5,000		
	16 " "	3,500		
	10 Aug. "	1,200		
	18 Nov. "	460		
	28 Mar. 1796,	200		
	10 April, "	1,000		
	10 " "	1,200		
	13 July, "	850		
	1 Nov. "	165		
	To Volgham, 3 Sept. "	75 3 9		
	On Amory, 1 Oct. "	1,750 19 6		
	" " 4 " "	751 18 0		
	" " 1 Nov. "	379 1 8		
	15 " "	1,333 10 2		
	Whittemore,	52 10 0		
	Insurance per Elizabeth,	301 5 0		
	Protested bills on Calef,	1 12 0		
	His bills, 1st and 4th Feb, '96,	4,000 0 0		
	£ stg. 26,067 0 1		115,853 35	
†	For Martin Dorner's dft. on them 16 Feb.			
	and 8 May, 1797, supposed to be for			
	his commissions on sundry transactions		956 83	
	By J. & F. Barings & Co.			
†	Proceeds of specie per the Harmony,			
	12 June, 1795,	685 16 7		
	Cash paid them by Mr. Per-			
	kins, 30 Aug.	50 0 0		
	Cash paid them by Mr. Par-			
	ker, 20 Sept.	3,000 0 0		
	A remit. made them, 25 Oct.	1,370 0 0		
	Do. do. do. 3 Nov.	625 0 0		
	Do. per a bill on Reed, 7 Nov.	2,500 0 0		
	Received from Longer 2 Nov.			
	1796,	121 0 0		
	Received from Mr. Haven 17			
	July, 1797,	26 5 0		
	Sundry remittances from Mar-			
	tin Dorner from 4 Nov. '96,			
	to 14 Jan. '97, supposed to be			
	the proceeds of 350,000			
	livres drawn on Paris;—			
	amount sterling, 14,166 5 8			
	Deduct already en-			
	tered under date 2			
	and 25 Feb. '97,	14,149 4 8		
		17 1 0		
	Other remittances from said			
	Dorner from 13 Sept. to 21			
	Nov. '97, supposed to be the			
	proceeds of 400,000 livres			
	more,	13,747 13 9		
	Do. do.	14,895 2 11		
	A rem. fr. Bourne, 2,160 15			
	Do. do. R. C. 1,850 0			
		4,010 15 0		
	£ stg. 41,048 14 3		182,423 72	

Remittances R. C. [CONTINUED.]		Dr.	Cr.
1798.			
Sept. 20	By John Codman, for Bromfield & Houghton's dft. to Richard Codman, dated Paris, April 20, 1798, on Edward Bromfield, 90 days' sight ..	\$	\$ 350
Oct. 8	By Willings & Francis, for interest due on bank stock, the property of Le Couteulx & Co., due the 1st instant, 357-65 Less commissions, 3-57		354-08
1799.			
Feb. 12	By John Codman, for interest received by Willings & Francis on Le Couteulx & Co.'s 3 per cent. stock		354-07
12	To Sundry Accounts.		
†	Rucker & Wortman for the following remittances made J. & F. Barings & Co. from Hamburg, and passed to the credit of said account per mistake 31 August, 1795, viz.		
	1,000		
	160		
	160		
	1,023 4 7		
	542 10 0		
	185 17 7		
	413 7 3		
	93 3 3		
	1,115 15 10		
	£4,693 18 6	\$20,861-89	
	Ship Catherine, for over credit on money paid Capt. Coffin of the Catherine, by Francis Coffin of Dunkirk. See entries 30 Oct. 1795, and Jan. 18, 1796,	7-47	
	Ship Thetis advent. for this sum wrong entered the 28th Feb. 1797,	341-75	
†	Francis Coffin for a discount with R. Codman, being the balance of Coffin's account settled by him in Dunkirk, 8 Oct. 1797, and which he has remitted to R. C.	18,254-62	
			39,465-73
Feb. 14	To John Codman,		
†	for sundry bills drawn by Richard Codman, and paid by him, viz.		
	To Samuel Brown, 6,000		
	To " " 3,000		
	To Nathaniel Fellows, 6,000		
	To " " 3,000		
	To Joseph Blake, 493		
	To Mackay & Hurd, 2,011-62		
	To Brown & Ives, 453-28		
			20,867-90

Remittances R. C. [CONTINUED.]		Dr.	Cr.
1799.			
Feb. 14	By <i>Daniel Parker</i> , for a discount with Richard Codman	\$	\$ 4,165-44
16	By <i>Dohrman & Co.</i> , for gold and silver remitted Battier Zorn- line & Co. by Capt. West, £2,127 18 4 sterling, producing reas, 7,725 and 428 at 715 per dollar		10,804-82
16	To <i>Dohrman & Co.</i> ‡ for Richard Codman's draft in favor of Edward Church, for 350,000 at 715 per dollar, 489-54 For Richard Codman's draft in favor Capt. Buffington, £400 sterling, reas 1,324 and 138, at 715 per dollar, 1,851-90 For their draft, Feb. 1797, on Baring & Co. for £1,500 stg. on account of cotton per Eliz- abeth, Capt. Paul Nelsos, at 4s. 6d. per dollar, 6,666-66	9,008-10	
	To <i>Advent. per Thetis</i> , from Lisbon to Havre, for James Prince's drafts, dated Lisbon, March, 1795, in favor of Gil- derminster, for £4,500 stg. on J. & T. Amory & Co. at 4s. 6d. per dollar	20,000	
21	By <i>Invoice R. C.</i> for net proceeds of said Invoice, in part sold Wm. Clap, as per sales of this date,		6,207-63
Nov. 21	By <i>J. & F. Barings & Co.</i> , ‡ for a remittance from R. Cod- man, 4,000 For proceeds 171 ps. cambrics, 417 3 7 4s. 6d. per \$, £4,417 3 7		19,631-90
21	To <i>J. & F. Barings & Co.</i> ‡ for an over charge in the sum of £15,000 sterling—£5,000 at 4s. 6d.	22,222-22	
1800.			
June 17	By <i>J. & T. Amory & Co.</i> ‡ for proceeds 7 bars silver, 1052 7 6 For R. Codman's drafts on Barings & Co. viz. 29 Nov. '95, 1,200 0 0 10 Sept. " 3,500 0 0 22 Nov. '96, 850 0 0 Pinkney on Poy- sa, 22 " " 500 0 0 P. H. Hooe on Johnson, 22 " " 1,000 0 0 and 22 " " 200 0 0 Dft. on R. King, 22 " " 274 4 0 Remittances from Voght, viz. 14 Jan. '98, 22 3 11 20 " " 431 5 0 20 " " 354 1 3 4s. 6d. per \$, £ stg. 9,384 1 8		41,707-04

Remittances R. C. [CONTINUED.]

			Dr.	Cr.
1800.			\$	\$
June 17	To J. & T. Amory & Co.,			
†	for Cash paid Dickason & Co.			
	880 louis at 19s. 6d.	858		
	65 guineas at 21s.	68 5		
	R. Codman's dft. to Dr. Edwards,	400		
	R. Codman's dft. to S. Prince,	215 13 9		
	" " note to Burrodale,	1,100		
	" " dft. to order,	500		
	" " " "	200		
	" " " "	300		
	" " " Wm. Vans,	75		
	" " " order,	274 4		
	" " " "	325 16		
	" " " from Basle,	275		
	Commissions, paying and receiving, with postages and interest,	124 12 6		
	And	41 10 4		
		166 2 10		
	Less bal. of int.	5 13 6		
		160 9 4		
	Bal'ce R. C.'s acc't particular,	507 18 9		
	£ stg. 4s. 6d. per \$,	5,260 6 10	23,379-29	
July 20	To J. & F. Barings & Co.,			
†	for this sum short, entered the 20th Sept.			
	1798, £1,333 10 2, instead of £1,383 10 2,	50		
	For this sum drawn by Caspar Voght of Hamburg, being so much which R. C. remitted Barings through him, short of what has been credited,	665 2 2		
1801.	£ stg. at 4s. 6d. per \$,	715 2 2	3,178-26	
Sept. 3	To Stephen Codman,			
§	for proceeds of sundries left in Havre, per brigantine Betsey, estimated at £ stg.			
	2126 9 2, at 4s. 6d. per \$,	9,450-90		
	For cash paid R. Codman per Thomas Amory, £108 5 4,			
	at 4s. 6d. per \$,	481-18		
	For int. on amount of goods sold from brigantine Betsey,			
	£ stg. 158 6 8, at 4s. 6d. per \$,	703-71		
			10,635-79	
Dec. 10	By Sundry Accounts,			
	Profit and Loss for commissions, broker-			

* See No. 280.

§ The items marked thus, are the proceeds in Europe, which went to R. C.'s hands, of the numerous cargoes consigned to him; which, at their first cost only, we have seen, amounted to near \$170,000; and, by the sales abroad, amounted to \$214,665-66. (See No. 335.) It is this debit (proved by the whole course of the correspondence, see especially Nos. 72 and 125) which, together with the drafts paid by John Codman, in effect turns the balance of the account, and renders comment upon smaller items unnecessary.

<i>Remittances R. C.</i> [CONTINUED.]		Dr.	Cr.
1801.	<p>age, and loss of exchange, remitting for sundry cargoes, 23,342-20</p> <p><i>John Codman</i>, for William Lee's note, for 2,186-67</p> <p><i>Invoice R. C.</i> for bal. said invoice, 376-14</p> <p><i>Caspar Voght</i>, for bal. his acc't, 4,200-07</p> <p><i>Edward Church</i>, for Richard Codman's bill on Barings, entered 26 September, 1798, per £5,000 sterling, at 4s. 6d. per \$, 22,222-22</p> <p>For a discount, 13,110-87</p> <p>35,333-09</p> <p><i>Ship Thetis</i>, voy. to Lisbon, for bal. paid E. Church by R. C. 3,705-99</p> <p><i>Rucker & Wortman</i>, for a discount of their bal. 16,004-31</p>		85,148-47
Dec. 10	To Sundry Accounts.		
§	For Adventures by		
	<i>Ship Catherine</i> to Havre, for proceeds cargo of oil, 22,222-22		
	<i>Ship Enterprise</i> to Havre, cargo tobacco, 35,555-55		
	<i>Ship Catherine</i> for proceeds of sundries left at <i>Dunkirk</i> , and sold for 2,018-89		
	<i>Ship Thetis</i> to Havre, for proceeds of $\frac{1}{2}$ her cargo fr. Boston, 38,613-67		
	<i>Ship Commerce</i> , Lombard, cargo of tobacco, 31,447-96		
	For ditto from London, for proceeds of cargo tobacco sold in Havre, 21,026-67		
	<i>Brig Leonard</i> , Hackett, for do. do. do. 16,286-00		
	<i>Ship Minerva's Cargo</i> , for a remittance made from Bordeaux on acc't coffee, 4,242-96		
	<i>Ship Thetis</i> , Prince, from Lisbon, for net proceeds seven-eighths of her cargo sold in Havre, 43,251-74		
		214,665-66	
1802.			
Feb. 9	To Sundry Accounts,		
	<i>Ship Abigail</i> , for the balance of her freight from Bordeaux to <i>Dunkirk</i> , 3,333-33		
	<i>Joseph Blake</i> , for a discount, 760-12		
	<i>Profit and Loss</i> for the balance of Invoice R. C. wrong entered 10 Dec. last, 376-14		
		4,469-59	
9	By Sundry Accounts.		
	<i>Interest Account</i> , For int. on the Betsey shipm't, 703 71		
	<i>R. Codman's</i> private account		

<i>Remittances R. C.</i> [CONTINUED.]		Dr.	Cr.
1801.	for his share of his father's estate, 2,222	\$	\$
	For $\frac{1}{2}$ of land purchased of Abigail Gray, 1,500		
	* For $\frac{1}{2}$ of land granted by the town of Boston, on which new ropewalk stands, 500		
	4,222-00		
	John Codman, for a discount, 4,717-22		
			9,642-93
Feb. 13	To <i>Profit and Loss</i> , for sundry fractions in reducing sterling money at times into dollars	† 26	
	By Balance to new account		46,576-14
		512,022-06	512,022-06
	To old account	46,576-14	
	By <i>Richard Codman</i>		46,576-14

* This item being included in the Paris settlement, is, of course, credited to R. C. here

† A charge of twenty-six cents, for fractions, in reducing pounds sterling to dollars, is evidence of an intention to settle the account with some accuracy at least.

‡ Thus the account is finally closed, by carrying the balance to the debit of R. C.'s private account, where it has been already seen. See No. 338.

It may be remarked, in conclusion, on this account, that, although the entries are after the date of the dissolution (necessarily—depending as they did on accounts from abroad, received after that time,) and those both of debit and credit, which relate to the Paris settlement, are of course subsequent to that date; (R. C. rendering no accounts before on which entries could be founded,) yet that the entries themselves show, by the date of the drafts spoken of, and otherwise, that the transactions out of which they arise were all prior to the dissolution, and that no new business was done on the joint account after that day.

Extracts from Wm. Vans' Pamphlets, stating the contents of a pretended judgment against John and Richard Codman, with fabricated evidence in support of his statements.

No. 340.

[From a Pamphlet entitled, "A true statement of the demand of William Vana against the heirs and executors of the last will and testament of John Codman."]

Page 1. "This *House* became indebted to William Vans by sundry judgments rendered in Paris, as follows."

[From a Pamphlet entitled, "A new edition of the demand of William Vans, on Stephen Codman, and the heirs of John and Richard Codman, for the sum of 370,000 silver dollars, due him on final judgment rendered in France, at the Court of Appeals in Paris, with a letter written by John Lowell, Esq., to C. R. Codman, No 8 annexed; and Vans' reply to that letter, No. 9; as will appear by the following statement of facts. The Young, the Old, the Widow, and the Parson are invited to buy this book, and learn how to get and keep property according to law, (*secundem artem*.) Boston, printed for Wm. Vans, July 1824."]

Page 13. "Nor was the copartnership ever dissolved in France, which is proved by a judgment of the Court of Appeals in Paris, in the year 1803, which judgment mentions the act of copartnership made in 1791, and the notification put in the *Centinel*, in Boston, in 1798, by John Codman, and goes on and says."

"That considering that John and Richard Codman are copartners, and had made fraudulent acts to cheat their creditors, the court condemns *them* to pay Vans his demands, with the rents due and coming due until paid, which amounted in the year 1818, to upwards of 370,000 dollars."

Page 21. "Some time then elapsed, when finding that I could get no satisfaction from Richard Codman, I commenced a process at law, and *John and Richard Codman were both condemned* to pay me the principal and interest, and expenses of my demand. *The words of the final judgment*, rendered in France, and wrote in French, are as follows:—

" 'Considering that John and Richard Codman are copartners, and that they have made fraudulent acts to cheat their lawful creditors, *the court condemns them to pay Vans his demand*, with the rents due and coming due until paid,' which amounted, in the year 1818 with expenses and duties to Government, to the sum of 370,000 dollars."

Page 23. "If my claim on the Hon. John Codman had been an unliquidated debt or a disputed account, then there might have been some reason in not paying it;—but when the Rev. John Codman and heirs, all know that this demand was carried into the courts of justice in France, when the transaction originated, and that *they* were condemned in all these courts, after a litigation of six years, carried on by Stephen Codman, Notary Public of this city, who was the administrator to the estates of.

John and Richard Codman, one would have expected that the heirs, so respectable as the Rev. John Codman ought to be, would have submitted and have executed the judgments obtained against him in France, and conformed to the last will of John Codman; but on the contrary they have done all they could do to prevent my receiving my just demands, and have reduced me, with a wife, and three children, to beggary. This has been done by the administrator and heirs; and the Rev. John Codman, and the heirs, now inherit the sum due to me, by the Hon. John Codman, when he died."

Page 25. "And for these sums, Wm. Vans has definitive judgments, condemning John and Richard Codman as copartners, to pay him, as before stated."

Page 31. "These are the documents, mentioned in this narrative, to prove the foregoing facts, the originals being now in my possession. No. 1, is an extract of a final judgment rendered at the Court of Appeals in France, containing five quires of paper, which condemns John and Richard Codman, as copartners, to pay Wm. Vans his demand." This judgment R. G. Amory, Esq., the brother and lawyer of Mrs. Codman, took a copy of, and knows this statement to be true.*

[From a Pamphlet entitled, "The third edition, revised and corrected, of the demand of William Vans, on the heirs of John and Richard Codman, (for 370,000 dollars,) who were merchants, under the firm of John and Richard Codman in Boston, and in Paris in France, the firm was Richard Codman, as will appear by the following statement of facts. Boston, printed by E. K. Allen, Merchants' Hall."]

Page 8. "Sometime then elapsed, when finding I could get no satisfaction from Richard Codman, I commenced a process at law, and John and Richard Codman were both condemned as copartners to pay me the principal, interest, and expenses of my demand. The words of the judgment rendered (in France, and wrote in French) are as follows.

"Considering that John and Richard Codman are copartners, and that they have done fraudulent acts to cheat their true and lawful creditors, the court condemns them to pay William Vans his demand with interest until paid, which amounted in 1818, with the expences and duties to Government, to the sum of 370,000 silver dollars."

Pages 10 and 11. "I therefore repeat that the Rev. John Codman and heirs, all know that the Hon. John Codman, as copartner with Richard Codman, was condemned as before stated, and that the Rev. John Codman, did not do to me, as his Divine Master orders to be done, in pleading in bar to payment the limitation law."

Page 13. "For these sums, I have definitive judgments rendered in France, condemning John and Richard Codman, as copartners, to pay me as before stated."

Page 27. "And this judgment condemns John and Richard Codman as copartners to pay me my demand."

* This is the judgment, of which a certified translation presently follows.

[From a Pamphlet, addressed to "His Excellency, the Governor of Massachusetts, and the Senate and House of Representatives, and dated, Boston, printed for Wm. Vans, 1825."]

Page 3. "On leaving France, lent and placed in trust, in the hands of *John and Richard Codman*, merchants in France, property that amounted in the year 1818, to upwards of 370,000 dollars, that *they* were condemned to pay him at the Court of Appeals at Paris."

Page 4. "Contents.—First, an extract of a final judgment wrote in French, rendered at the Court of Appeals at Paris, containing five quires of paper, *which condemns John and Richard Codman as copartners to pay Wm. Vans his demand.* "This judgment, I invite every person to look at; R. G. Amory, Esq. lawyer and brother of Mrs. Codman, took a copy of it, and knows this statement to be true."

Page 17. "After waiting a reasonable time, and finding that I could not get any satisfaction, I commenced a process at law, when *John and Richard Codman*, as copartners, were *both* condemned to pay my demand. *The words of the judgment are as follows:* 'Considering that John and Richard Codman are copartners, by an act made in Boston, in the year 1791, which has never been dissolved by both their signatures or mutual consent, and that they have made fraudulent acts to cheat their true and lawful creditors, the court condemns *them* to pay Wm. Vans his demands with the rents due and coming due, and expences until paid,' which amounted in the year 1818, to 370,000 silver dollars."

[From a Pamphlet, entitled the Life of Wm. Vans, dated, "Boston, printed in the office of the Boston Investigator, 1832."]

Page 5. After waiting some time, I commenced a suit at law in the Court of Commons, at Paris, in the year 1801, when *John and Richard Codman as copartners were condemned to pay my demand.* From this judgment they appealed to the courts of the first instance at Paris, Meaux and Dreux, where *they* were again condemned, *while both were living, to pay this debt*, which amounted in 1831 to upwards of 500,000 dollars, by a judgment made in France, *as follows*, 'Napoleon, by the Grace of God, Emperor of the French, to all present, &c.'

[From a Pamphlet, headed, "You take my life when you do take the means whereby I live,"—"Fellow Citizens, Representatives of the People, &c."]

Page 1. "Therefore I come again to the Legislature and complain of the injuries and wrongs done me, by the executors and heirs of John and Richard Codman, merchants and copartners in France, *condemned there to deliver William Vans, 45,513 francs rentes per year*, meaning French Government Stock, that amounted, principal, interest and expences in 1830, to upwards of 534,140 dollars 12 cents. These facts are stated in books, never denied in print by the Codman family, but admitted in the pleas

and deposition on oath of Stephen Codman, the executor in 1829. This debt the executor and heirs now owe me,—*confirmed by reports made by committees of the legislature on the petitions of William Vans, who left France, and arrived at Boston, in 1809.*"

"This report also said William Vans produced a judgment rendered in France in 1804, *condemning John and Richard Codman, as copartners, to deliver him 45,513 francs rente per year.*"

Page 5. "*We the undersigned have seen obligations payable to order, and judgments condemning John and Richard Codman as copartners in Paris, to deliver William Vans 45,513 francs rentes per year, that amounted in 1830, to about 530,140 dollars. In witness whereof we have signed this Instrument this 4th February, 1830.*"* I Augustus Peabody have seen two obligations signed Richard Codman, one promising to pay Wm. Vans 100,000 francs, the other 8,415 francs rentes per year. *Also a judgment obtained in France, condemning John and Richard Codman to pay him, and having repeatedly known these documents produced and examined by Legislative Committees, have no doubt of their authenticity.*"

"AUGUSTUS PEABODY."

"I, George Blake, *have seen the papers and documents above stated; being well acquainted with the French language—and manner documents of this kind are usually authenticated in France, have no doubt these papers are original documents.*"

"GEORGE BLAKE."

"I, Daniel Davis have seen the obligations in English, with judgments in French, but do not understand that language, yet have no doubt from seeing them used in Committees of the Legislature they are original documents." "DANIEL DAVIS."

"The above certificates confirm the reports of different committees of the General Court, with the deposition on oath of Stephen Codman as Executor in 1829."

[From a Pamphlet entitled, "An Appeal to the Public by William Vans," &c. printed at Salem, July, 1827.]

Page 8. "The words of the judgment are, considering John and Richard Codman copartners, by an act made at Boston, in 1791, that was never dissolved by both signatures, or mutual consent, they having made fraudulent acts to cheat their true and lawful creditors, *the court condemns them jointly and severally, to pay Wm. Vans his demand, with all expences until paid.*"

[From a Book ornamented with *engraved caricatures*, and entitled "An Appeal to the Public by Wm. Vans, native citizen of Mass. against the Slanders circulated by Stephen Codman, Executor of the wills of John and Richard Codman, and their heirs, Mrs. Catharine Codman, widow, Rev. John Codman, of Dorchester, and Charles R. Codman, of Boston, who have *defrauded* Vans of \$450,000, this narrative proves. The Young and Old, Widow and Parson, are invited to buy this book,—learn how to get and keep property ac-

See No. 341, et seq. proving the falsification of these certificates.

cording to law. It is a maxim in law, receivers of *stolen goods* are *bad as the thief*. Salem. Printed for Wm. Vans, July, 1827."']

Preface. "There is also a judgment rendered at the Court of Appeals in Paris, containing five quires of paper—Extract as follows:—

"Considering John and Richard Codman are copartners, by an act made in Boston in 1791, that has never been dissolved, the Court condemns *them, jointly and severally*, for making fraudulent acts to cheat their creditors, to pay Vans 45,415 livres rents per year." That amounts in 1827, to upwards of \$450,000. This judgment, R. G. Amory, brother and lawyer to Mrs. Codman, with the family, have seen and know to be true."

Page 5. "A robber, who takes my purse, the law condemns—*killing* this robber is *justifiable homicide*. Shakspeare says, 'You take my life when you do take the means whereby I live;' and Chief Justice Parsons said in the criminal process of Austin and Selfridge, it was *justifiable homicide*. These observations are in consequence of *fraud* made on my property by John and Richard Codman, *who took it all*. Their heirs, Widow Codman, Charles R. Codman, and Doctor Codman, of Dorchester, *lie*, to justify *keeping it all*."

Page 8. "The words of the judgment are 'Considering John and Richard Codman, copartners, by an act made at Boston in 1791, that was never dissolved by both signatures, or mutual consent, they having made fraudulent acts to cheat their lawful creditors, the Court condemns *them jointly and severally, to pay Vans his demand*, with all expenses until paid."

[From a Pamphlet entitled, "A Statement of Facts by Wm. Vans against the Falsehoods circulated in all newspapers by the Executor and heirs of John and Richard Codman, deceased. Boston, August 18, 1835."]

Page 3. "These Petitions were continued until 1833. Extract as follows: "Your petitioner represents John and Richard Codman to be copartners and merchants in France, who became indebted there to your petitioner by judgment *condemning them as partners, to deliver to your petitioner 45,513 francs, rents per year* of the public debt of France. And your petitioner again repeats, in the year 1835, that John and Richard Codman were partners in France up to the year 1802, under the name or firm of Richard Codman: that appears in the Report made by Theron Metcalf to the Legislature in 1833, page second, which said: "In the year 1794, Richard Codman went to France, and resided at Paris until 1802; the partnership however still continued."^{*}—Of course the partnership was not dissolved in 1798."

* This shameless appeal to the Report of the Legislative Committee of 1833 as proving that in their opinion the partnership continued until 1802, is at the same time a singular instance of audacity (considering the facility of exposure) and a striking illustration of the degree of credit due to Mr. Vans' pretended proofs whenever they rest upon his own assertions. This Report, in stating the conclusions of the Committee upon the whole case, expressly finds, "that the partnership between John and Richard Codman was sufficiently and *bona fide* dissolved in May, 1798."—See the entire Document, No. 412.

Page 5. "These suits were recovered, that amounted to 45,51½ francs rents per year of the public debt of France, that John and Richard Codman as partners were condemned to deliver your petitioner."

Page 7. "This judgment was lent the Codman family by Vans some 25 years since, that they might see and have it translated. The meaning given to this judgment by Wm. Vans was never disputed or denied from 1810 to the year 1833, and again by W. H. Gardiner in the year 1835, who said in newspapers and pamphlets Wm. Vans had no judgment condemning John and Richard Codman as partners in France. This William Vans denies, and is willing to stand or fall on the truth of this assertion;—and if the judgment rendered in France *does not condemn John Codman as partner with Richard Codman*, Wm. Vans has no claim on the estate of John Codman."

NO. 341.

[ORIGINAL.]

Mr. Peabody's Deposition, proving the falshood of the Certificate published by Wm. Vans, as his.

I, Augustus Peabody, of Boston, in the County of Suffolk and Commonwealth of Massachusetts, Esquire, do on oath depose and say, in answer to interrogatories proposed to me, as follows, viz:—Interrogatories proposed by Wm. H. Gardiner, Esq. counsel for Stephen Codman, of said Boston, Executor of the last will and testament of John Codman, deceased, and also administrator on the estate of Richard Codman, deceased.

First Interrogatory.—Have you or not seen printed in any pamphlet under the name of William Vans, a certificate purporting to be signed by you, in the following words?

"I, Augustus Peabody, have seen *two obligations signed RICHARD CODMAN*, one promising to pay Wm. Vans 100,000 francs, the other 8,415 francs *rentes per year*; Also a judgment obtained in France, condemning JOHN and Richard Codman to pay him; and have repeatedly known these documents produced and examined by Legislative Committees; have no doubt of their authenticity.

"AUGUSTUS PEABODY."

Answer.—I have seen a pamphlet printed under the name of William Vans, containing a certificate purporting to be mine, of the above tenor and in those words.

Second Interrogatory.—Whether or not did you ever sign such a certificate, or any certificate purporting that you had seen a judgment, or copy of a judgment, in favor of said Vans and against John Codman and Richard Codman for a debt due from them jointly, or jointly and severally to said Vans?

Answer.—I BELIEVE I NEVER SIGNED SUCH A CERTIFICATE. Several years since, (I do not recollect when,) on the urgent and repeated solicitation of William Vans, I gave him a certificate on this subject. The reason of his requesting me so to do, was, that many years, I believe about twenty years ago, I was his attorney

on his application to the Legislature on the subject of his claim against the estate of John Codman, and he thought that my certificate in regard to some of the facts that were then presented would be useful to him. I have lately obtained from David L. Child, Esq., the attorney of said Vans, permission to inspect and copy the certificate which I so gave Mr. Vans. The copy is as follows.

"I have many years since seen two notes signed by RICHARD Codman, promising Mr. Vans, one 100,000 francs, and the other 8,415 francs annually, of the French Public Debt; also a copy of a judgment obtained in France on those notes; I have repeatedly known those documents produced and examined before legislative Committees, and have no doubt that they are authentic.

AUGUSTUS PEABODY."

"A copy—Attest.

DAVID LEE CHILD."

I AM CONFIDENT THAT I NEVER GAVE SAID VANS ANY OTHER CERTIFICATE UPON THIS SUBJECT.

(Signed)

AUGUSTUS PEABODY."

COMMONWEALTH OF MASSACHUSETTS, }
County of Suffolk, ss. City of Boston. }

This nineteenth day of February in the year of our Lord eighteen hundred and thirty-five, personally appeared before us the subscribers, two Justices of the Peace Quorum Unus, in and for the County of Suffolk, the aforesaid deponent, and after being carefully examined and duly cautioned to testify the whole truth and nothing but the truth, made oath that the foregoing deposition by him subscribed is true. Taken at the request of Stephen Codman of said Boston, Executor of the last will and testament of John Codman, and also administrator on the estate of Richard Codman, to be preserved in perpetual remembrance of the thing. And we duly notified William Vans, of said Boston, gentleman, as will appear by the copy hereunto attached of a notification under our hands and seals and of the officers return thereon, the original notification with the officers return is annexed to the depositions of Francis B. Fay and Artemas Ward, taken pursuant to said notification on the eighteenth of February instant. The said Vans was the only person whom we knew to be interested in the property whereto the aforesaid deposition relates.

David Lee Child, Esquire, appeared as the attorney of said Vans at the time and place mentioned in said notification, but did not see fit to remain and be present at the examination of said deponent.

The said examination was commenced on said eighteenth day of February, and continued thence by adjournment to the day of the date hereof, when the same was closed, and the aforesaid deposition subscribed and sworn to.

(Signed)
(Signed)

WM. J. HUBBARD,
FRANCIS O. WATTS.

Fees.

Magistrates,	3,50
Witness,	33

\$3,83

Letters from Messrs. Davis, Blake and Peabody respecting the foregoing certificates published by Wm. Vans.

No. 342.

[ORIGINAL.]

MR. DAVIS'S LETTER.

To STEPHEN CODMAN, Esq.

Boston, Feb. 26th, 1828.

MY DEAR SIR,—All that I *meant* to say, and all that I *did* say, respecting Mr. Vans' documents was, that I had *seen* them and believed them to be *original*; but as to their NATURE, IMPORT, or VALIDITY, I *knew nothing* respecting them. Of the *French* document, I of course knew *nothing*, and my certificate is to that effect; and as to the document signed by Mr. Richard Codman, I carefully avoided saying anything more than that I *had seen it*. My certificate contains nothing of its having been used in evidence.

Yours, with respect and friendship,

DANIEL DAVIS.

MR. BLAKE'S LETTER.

Boston, Feb. 26th, 1828.

To STEPHEN CODMAN, Esq.

SIR,—I have the pleasure to acknowledge the receipt of your communication of the 23d instant.

In answer to your inquiry respecting the certificate which I gave Mr. Vans, I beg leave to say, that the papers which were *shown to me by that gentleman*, and to which my certificate was *intended to be applied*, purported to be *the exemplification of the record of certain judicial proceedings in France, in which Mr. Vans and Richard and John Codman appeared, as I think, to have been THE PARTIES LITIGANT*. I however examined but very hastily and cursorily the contents of the papers in question, inasmuch as I was *only requested*, and it was *my intention only* to express an opinion *as to their GENUINENESS, and NOTHING MORE*.

I am, Sir, very respectfully, your obedient servant,

(Signed)

GEORGE BLAKE.

MR. PEABODY'S LETTER.

Boston, March 3d, 1828.

To STEPHEN CODMAN, Esq.

SIR,—On the 25th of February I received your note on the subject of the conversation we had when we accidentally met in the morning of that day.

I have taken some pains to ascertain what I once knew concerning the documents of Mr. Vans, alluded to. I remember that many years since, I believe from 13 to 15 years ago, I went several times with Mr. Vans before a legislative committee, where, on one occasion at least, I met you. Mr. Vans produced two notes of RICHARD CODMAN, and a JUDGMENT. The papers were examined by myself, and the legislative committee;—and

no doubt was left on my mind, and I believe that no doubt remained on the minds of the committee, or the persons present who were opposed to Mr. Vans, that the said papers were what they *purported to be*.

Mr. Vans recently called on me with a request to sign a certificate—the same I presume a copy whereof is in your note to me. *I told him I would NOT SIGN IT, BECAUSE I did not know that all the allegations in it were TRUE. He then requested me to certify SUCH OF THE FACTS as I DID know to be true;* and in compliance with his request I wrote and signed a certificate that I had no doubt but the papers *alluded to were GENUINE. And I cheerfully state that I not only intended to confine my certificate to the facts stated in MY OWN HANDWRITING which immediately preceded my signature, but that I TOLD MR. VANS that I could NOT sign the certificate he presented BECAUSE IT STATED WHAT I DID NOT KNOW TO BE TRUE.*

I am respectfully, your obedient servant,

AUGUSTUS PEABODY.

NO. 343.

THE FRENCH JUDGMENT.

TRANSLATION of MR. VANS' Copy from the Records of the Court of Appeals, at Paris, respecting the Contest between JOHN CODMAN and said VANS and others, as Creditors of RICHARD CODMAN, for the proceeds of an estate in the District of Meaux, claimed by the several parties as the property of the said RICHARD CODMAN; being the same document which MR. VANS has falsely represented to be the copy of a judgment against JOHN and RICHARD CODMAN for a debt.*

Napoleon, by the Grace of God, and the Constitutions of the Republic, Emperor of the French, &c.

2d Section.

'To all present and to come, GREETING, The tribunal of appeal at Paris has rendered the following judgment.

Stamp.

Between Mr. John Codman, merchant, residing at Boston, in the United States of America, appellant of two judgments rendered by the tribunal of the first instance, sitting at Meaux, on the 27th Prairial and 4th Messidore, year 11, (15th June, and 22d June, 1803.)—

Stamp.

The said appeal was made by writs of the 26th Frimaire, year 12, (16th Dec. 1803,) by the defendant and demandant, as by his memorials of the 12th and 18th Thermidore, year 12, (30th July and 5th August, 1803,) on the one part,

R.
S.

* Readers who do not choose to wade through the whole of this voluminous document will find a condensed statement of its contents, with some explanatory notes, in No. 344. We have added to the French dates corresponding English dates, and have also put distinct headings to different parts of the proceedings, for the reader's convenience.

and Mr. John Jacques Pacaud, proprietor, residing at Paris, on the Island of St. Louis, Mr. Wm. Vans, residing at Paris, Rue de Marais, Fauxbourg de St. Germain, and Mrs. Celeste Rosalie Gouvain, divorced wife of the said Mr. William Vans, all three

Paris, 16th Prairial, year 10. rec'd 19,80
Do. one hundred and eighty-six, 185,00
Do. " " 10,00

connected as demandants, as per summonses of the 25th Frimaire, and 23d Nivose, year 12, (15th Dec. 1803, and 12th Jan. 1804,) in conformity to their

Signed. O. KURUNK, 200,61

memorials of the 20th Prairial, 15th and 19th Thermidore, year 12, (8th June, 2d and 6th August, 1804,) on the other part. And between Mr. John Jacques Pacaud, Mr. William Vans, and Mrs. Celeste Rosalie Gouvain, divorced wife of the said Vans, demandants in common as per summonses of the 26th Nivose, year 12, (15th Jan. 1804,) and in conformity to their memorials of the 12th and 28th Ventose (2d and 18th March,) 8th and 10th Germinal, year 12, (28th and 30th March, 1804,) on the one part, Mr. Richard Codman, summoned at his residence at the house of Mr. Demille, Attorney, near the tribunal of first instance of the Department of the Seine, residing at Paris, Rue de Cockherone, No 416, defendant on the other part, the said domicile being chosen by him, as appears by different accounts made known to the defendants, Mr. John Rayjil, residing at Paris, Rue Deuxportes St. Sauvier, defendant and demandant, as per his memorial of the 7th Germinal, year 12, (27th March, 1804,) also on the other part, And Mr. Phillipe Dumont, proprietor, residing at Paris, Rue Grange Battatiere, No, 21, defendant and demandant, as per his memorial of the 9th Germinal, year 12, (29th March, 1804,) also on the other part.

And between Mr. Phillipe Dumont, intervenant and demandant as per memorials of the 20th Prairial and 18th Thermidore, year 12, (8th June and 5th Aug. 1804,) on the one part, And Mr. John Jacques Pacaud, Mr. William Vans, and Mrs. Celeste Rosalie Gouvain, defendants and demandants, as per their memorials of the 22d Prairial, year 12, (10th June, 1804,) of the other part, and the said John Codman, defendant and demandant, as per memorial of the 16th Thermidore, year 12, (3d Aug. 1804,) also on the other part.

And between Mr. John Rayjil intervenant and demandant, as per his memorials of the 22d Prairial and 18th Thermidore, year 12, (10th June and 5th Aug. 1804,) on the one part, and Mr. John Jacques Pacaud, Mr. William Vans, and Mrs. Celeste Rosalie Gouvain, defendant and demandant, as per their memorial of the 23d Prairial, year 12, (11th June, 1804,) on the other part, and the said John Codman, defendant and demandant, as per his memorial of 16th Thermidore, year 12, (3d Aug. 1804,) also on the other part.

And between Mr. Richard Codman, intervenant and demandant, as per his memorial of 19th Thermidore, year 12, (5th Aug. 1804,) on the one part, and the said John Jacques Pacaud, Mr. William Vans, and Mrs. Celeste Rosalie Gouvain, defendant and

Bourdes des Landes,
Bourland,
Bernier,
B. pri Nectenville,
Hardy Laloe.

demandant, as per their memorial of the 20th Thermidore, year 12, (7th Aug. 1804,) on the other part, and the said John Codman, defendant, also on the other part. Reserving to each party their respective rights.

EVIDENCE.—(*Point de Fait.*)

The brothers John and Richard Codman had formed a connection in trade in the year 1791, at Boston in the United States of America.

That firm lasted until the ninth of May, 1798, at which time John Codman caused to be published in the American Journal called the Columbian Centinel, on the sixteenth of said month, an advertisement of the following tenor.

"The public are informed that the firm of John and Richard Codman, commenced on the 1st of May, 1791, is dissolved from this day. All indebted to the said firm are requested to make payment immediately to the undersigned, and their creditors are requested to present their accounts for settlement.

"Signed,

JOHN CODMAN.

"Boston, May 2d, 1798."

Nevertheless in 1794, Richard Codman had arrived in France, and established at Paris, a private banking house, whilst his house in America yet continued. William Vans, a countryman of Richard Codman's was then at Paris, and had formed a friendly as well as mercantile connection with him. In 1797,* R. Codman had proposed to William Vans to go to America, there to make a purchase of goods for their mutual benefit, and that they should be brought to France in neutral vessels. Vans had accepted the proposal, and accordingly set out, leaving with Richard Codman two Inscriptions on the (Grand Livre) Great Book, one perpetual, 8415 francs, annual rent, the other for 5,000 francs, provisional debt; also sundry demands to collect. Vans had also left with Codman a power to sell two houses he owned in the street de l'Université, with directions to convert the produce of them into other government annuities. During the absence of Mr. Vans, these houses were sold on the 7th Prairial, yr. 7, [26th May, 1799,] for the sum of 74,000 francs. And Richard Codman had used this sum, excepting 2,000 francs in government annuities, and that within six days after the sale. William Vans on his return about the end of the year 8 (1800) demanded from Richard Codman the two Inscriptions on the Grand Livre—the one of eight thousand four hundred and fifteen francs, perpetual annuity, and the other of five thousand francs provisional debt, which he had confided to his care, and also demanded of him the interest that must have accrued from the sale of the two houses, sold on the 7 Prairial, yr. 7 —[26th May, 1799,] to Mr. Reubell, late member of the executive

* This which is in figures in the original was probably an error of the clerk in copying the record. Instead of 1797 it should be 1799. See Nos. 148, 149 for the origin of the contract on which Wm. Vans' claim is founded.

directory. Richard Codman having denied the whole, William Vans prosecuted him at the tribunal of commerce, at Paris, in order to obtain the restitution of the 5000 francs, provisional debt, and 32,000 francs, of perpetual annuities, which the two houses must have produced. On the other hand Mr. John Jacques Pacaud, who had purchased the right and title of William Vans to the inscription for 8415 francs, perpetual annuities, also prosecuted Richard Codman in order to recover that inscription, and obtained on the 2nd Messidore of the year 9, (20th of June, 1801) from the tribunal of commerce of Paris, a judgment which has since been confirmed by the tribunal of appeals, by two other judgments of the 21st Messidore, (9th July, 1801,) same month and 5th Vendemiaire (26th Sept. 1801) following, by which Richard Codman had been sentenced to surrender the said inscription of 8415 francs of perpetual annuities, and in case of refusal authorised the said Pacaud to purchase them on the exchange at Paris at the expense of said Codman, and for which expense he should be reimbursed by the receipt of the commercial agent who should manage the negotiation. William Vans had not been so fortunate in his suit before the Tribunal of Commerce, he had only recovered on the 2nd Thermidore, (20th July) and 16th Fructidore, year 9, (2nd Sept. 1801) two judgments which condemned Richard Codman to restore the 5,000 francs of provisional debt, and in case of refusal, authorised him the said Vans to purchase them on the exchange at Paris at the cost of the said Richard Codman. As for the restitution of the 32000 francs of perpetual annuities, which had or ought to have accrued from the government stocks, and produce of the two houses which had been sold, William Vans, and Mrs. Celeste Rosalie Gouvain, then his wife but now divorced from him, had failed in their attempt, that is to say, by a decision on the 26th Fructidore, year 9, (12th Sept. 1801) they became nonsuited on condition that Richard Codman surrendered the 73000 francs, by him received as the price of the said two houses, deducting however from the same the sums he may have paid to Mrs. Vans; but afterwards a decree of the court rendered by the first section on the 2nd Floreal, year 10, (17th May, 1802,) in approving of the first decision, ordered also, that on said Codman not complying with it, they should be purchased on the exchange of Paris by the commercial agent, at his expense. Having in their possession these decisions, Messrs. Vans and Pacaud requested inscriptions on the property of Richard Codman in the two registry offices, where that property was enrolled and particularly that of Meaux, viz. Mr. Pacaud on the 8th Messidore, year 9, (26th June 1801,) by virtue of a judgment of the 2nd (20th June) for 90,000 francs, and Mr. Vans on the 13th Thermidore following, (31st July 1801) for the sum of 30,000 francs, and Mrs. Vans by virtue of another judgment also of the 2nd Thermidore, (20th July 1801) for the sum of 50,000 francs. Whilst Messrs. Vans and Pacaud were soliciting these judgments by virtue of which they could make those attachments, Mr. Richard Codman had subscribed on the 12th Pluviose, year 9, (31st January 1801) before Mangais, no-

tary at Dreux, in presence of witnesses, an obligation for 110,000 francs in favor of John Codman, his brother, who although he was then at Paris, was represented at Dreux by a Mr. Desvaux, by virtue of a power under his hand and seal, dated the 28th Ventose (18th January 1801) preceding. Although this power of John Codman's to Desvaux authorised him to accept in his name the obligation which Richard Codman was to give his brother for all or part of a sum which he was debtor, by an account settled between them, without mentioning the amount of that sum due from Richard Codman as stated by the account, nevertheless, the obligation of the 12th Pluviose (31st January 1801) amounted to 110,000 francs, and appeared to be for a similar sum lent some time before by the said John Codman to the said Richard Codman to be employed in his affairs. Mr. Richard Codman had, besides obliging himself to pay the sum of 110,000 francs, in six months, pledged for that purpose the estates of La Thuillerie situated in the district of Meaux, and that of Rouvrey and its dependencies situated in the district of Dreux. By virtue of that obligation, Mr. John Codman requested an inscription at the record office of Meaux on the 25th Pluviose (11th February 1801) and Richard Codman had by a Deed signed on the 18th Pluviose (6th February) same month, executed before Lilley and his colleague, notaries at Paris, transferred to John Codman 149,316 francs 67 centimes, equivalent to 151,183 francs 3 sous, which he declared due to him on a note of 198,000 livres, signed for his benefit by Mr. and Mrs. Desmoilles by deed passed before L. Herbert and his colleague, notaries at Paris on the 14th Pluviose, year 4, (3rd February 1796,) secured by a mortgage on the estate of Cremille near Tours, which estate had been purchased by Messrs. Grandin and Delon: this transfer had been made by Mr. Richard Codman to discharge himself to Mr. Codman his brother, of sums due the latter by account current. In the mean time Richard Codman had written on the 27th Pluviose (15 February 1801) same month to William Vans, and offered him in payment of the 206,000 francs, for which he acknowledged himself his debtor, 1st. The estate of La Thuillerie, which he valued at 80,000 francs, but put it at 47,000 francs, because it was encumbered 33,000 francs by mortgages. 2d. The estate of Rouvray, near Dreux, for 110,000 francs. 3d. Three notes, one for 14,000 francs, against Cutting, one for 10,000 francs against Rose, and another for 28,000 francs against Bromfield & Houghton.—In the same letter Mr. Richard Codman mentioned to the said Vans, that under every circumstance, it was impossible for him to pay more than five-eighths of what he owed; but that if he accepted his offers, he bound himself to fulfil them within twenty-four hours from the date of the said day, 27th Pluviose, 15th February, 1801.) In fine, in order to induce Mr. Vans to accept his proposition, the said Richard Codman observed that Peace would produce a fall in the value of the inscriptions, while it would cause a rise in real estate. Many months had elapsed, during which Messrs. Vans & Pacaud had obtained the judgments and requested the inscriptions abovementioned, when on the 19th Brumaire,

year 10, (10th Nov. 1801,) Mr. Richard Codman had sold, under a decree, at public auction, of the Department of La Seine, the estate of Rouvray, situated in the District of Dreux, being the very same that the said Richard Codman had proposed to the said Mr. Vans as property free of all incumbrances or inscriptions, for the sum of 62,000 francs.

Mr. Casteron who had purchased the estate, after having his title enrolled at the Record Office of Dreux, had notified it to all the creditors, and especially to Mr. Pacaud, who within the month of the notification had requested it should be sold at public auction. On the 7th Messidore, (25th June, 1802,) following, Mr. Richard Codman had also proceeded in the sale at Auction of the estate of La Thuillerie, situated in the District of Meaux, and Wm. Vans was the highest bidder, offering therefor the sum of 50,100 francs. It was this other estate, which had been offered in payment for 80,000 francs, and which Mr. Richard Codman had declared encumbered to the amount of 33,000 francs of secret charges. Mr. Vans had also enrolled his adjudication in the Record Office at Meaux, and had notified the same to the creditors who had mortgages on the said property. None of these creditors having brought forward their claims, proces verbal of order had been opened at the Record Office of the tribunal of Meaux, on the 28th Frimaire, (18th December, 1802,) following, in virtue of a judgment of the 2d Frimaire, (23d Nov. 1802,) same month, at the request of Mr. Babut, calling himself the assignee of several of the subscribing creditors of said Richard Codman. On the 27th Messidore, (15th July, 1802,) preceding, Mr. Pacaud, one of the subscribing creditors of Richard Codman, had transferred to Mr. John Rayjil 30,000 francs, to be taken in preference out of the amount of the judgment obtained by him from the tribunal of commerce at Paris, on the 2d Messidore, year 9, (20th June, 1801,) which had been confirmed by those of the tribunal of appeal on the 21st Messidore, (9th July, 1801,) same month, and 5th Vendemiaire, (26th Sept. 1801) following, viz. 16,992 francs, 37 centimes, for the amount of the purchase made on the 'change, the 18th Ventose, year 10, (8th March, 1802,) 1500 francs on account of the 30,415 francs, Government annuities, and 13,007 francs, 63 centimes, to be deducted from the interest on said Government annuities, accruing from the 8th Vendemiaire, year 9, (30th Sept. 1800.) Then on the 2d Fructidor, (19th Aug. 1802,) following, the said Mr. Pacaud had also transposed to Mr. Phillipe Dumont 17,500 francs, to be also taken by preference out of the amount of the said judgment, after the execution however, of the transfer in favor of Mr. Rayjil, for the sum of 30,000 francs. By these two transfers Mr. Pacaud had substituted Messrs. Rayjil & Dumont in all his rights, to the amount of the said two sums of 30,000 francs, and 17,500 francs, being the amount of the inscription which had been enrolled at the Register Office of Meaux, on the 8th Messidore, year 9, (26th June, 1801.)

PROCEEDINGS BEFORE THE COURT OF FIRST INSTANCE.

Mr. Babut had notified to all subscribing creditors of the opening of the *proces verbal* of order, summoning them to produce under penalty of exclusion from the order, their vouchers for their claims.

Messrs. Pacaud and Vans, Mrs. Gouvain, divorced wife of the said Wm. Vans, Rayjil and Dumont, presented themselves according to the summons, and produced the vouchers of their claims, and demanded to be collocated among the claimants on the estate of La Thuillierie. Mr. John Codman also requested to present himself according to the summons, and produced the obligation of 110,000 francs, of the 12th Pluviose, year 9, (21st January, 1801,) and demanded to be collocated, according to the date of his inscription.

THE QUESTION.

At that time a debate took place respecting the legality of John Codman's claim.

ARGUMENTS OF COUNSEL.

Mr. Vans, Mrs. Gouvain, Messrs. Pacaud, Rayjil and Dumont maintained, that the obligation of 110,000 francs was fictitious, and had been fabricated, to defraud the real and legitimate creditors of Richard Codman;—that in fact it had no foundation, because the grounds on which it was predicated, were defeated by the tenor of the power of attorney given by John Codman on the 28th Nivose, (17th Jan. 1801.) Also because the foundation mentioned in the power was contradicted by the expression of the obligation; and therefore they demanded that the said obligation, dated the 28th Pluviose, year 9, (16th Feb. 1801,) should be rejected from the order, and that the inscription enrolled at the Record Office of Meaux, on the 23d Pluviose, (11th Feb. 1801,) same month, should be erased. Mr. John Codman, on the contrary, maintained that the obligation of 110,000 francs, made to him by his brother, Mr. Richard Codman, had a real and legitimate foundation, that he had made advances of money to the said Richard Codman at different times, which sums had been acknowledged in an account current settled between them some time previous, and that the power of attorney given on the 28th Nivose, (17th Jan.) to Mr. Desvaux, authorising him to accept the obligation, indicated sufficiently that it was out of that same amount, that is to say, out of the sum acknowledged to be due from that settlement, that the said 110,000 francs was the sum selected to make the ground of the said obligation, and that, above all, there was no contradiction between the terms of the obligation and those of the power of attorney, and that by all means the claim resulting from the said obligation ought to be collocated in the order. Wm. Vans, Mrs. Gouvain, and Pacaud, Rayjil and Dumont maintained, on the contrary, that the obliga-

tion for 110,000 francs could have no ground unless the account settled between them, John and Richard Codman, mentioned in the power of attorney, was produced, and should be such that the said sum of 110,000 francs could arise out of it, and that the obligation should show that on the said Richard Codman paying the said sum of 110,000 francs mentioned therein, he would then be discharged from so much of the sum he had acknowledged himself to be indebted in by the account, and that until this account should be produced by the said John Codman, it was to be doubted whether said account current ever existed, that Richard Codman had ever been indebted to John Codman, that the obligation had any foundation, and that the one alleged was false, and consequently the obligation ought to be rejected from the order.

INTERLOCUTORY DECREE.

Things were in this state, when, on the 27th Prairial, year 11, (15th June, 1803,) the tribunal of Meaux rendered a first judgment, by which, after taking the advice of the Attorney General, it was ordered, that Mr. John Codman should present the account current, settled and mentioned in the power of attorney of the 28th Nivose, year 9, (17th Jan. 1801.) And considering, before giving a final judgment, it was necessary, in order to elucidate the decision of tribunal, that the account said to be settled between John and Richard Codman, mentioned in the power of attorney of the said John Codman, of the 28th Nivose, year 9, (17th Jan. 1801,) should be presented; and ordered, before further proceeding, the account in question should be presented at the sitting of the 4th Messidore, (22d June, 1803,) following;* and therefore the parties should adjourn to the said day, 4th Messidore, (22d June,) following. The tribunal also declaring that their judgment would comprehend Richard Codman, a party summoned, but not appearing, (*saisie et defaillant*,) and ordered that it should be executed as provided, notwithstanding opposition or appeal, in order to procure the necessary information.

FARTHER PROCEEDINGS.

On the day indicated by the judgment, that is to say, on the 4th Messidore, year 11, (22d June, 1803,) Mr. John Codman having refused to present the account settled,† which he pretended to have been the ground of the obligation of the 12th Pluviose, year 9, (31st Jan. 1801,) the attorneys of the parties, having presented themselves at the tribunal, and being heard, the conclusions of the attorney General were, that the appearance of dissimulation and fraud which existed in the claim of Mr. John Codman had acquired a new and sufficient degree of force by the refusal

* That is in one week from the date of the decree.

† The account was in Boston, so that it could not be produced—see No. 250—and John Codman was dead; so that he could not have *refused* to produce it. He died at Boston, May 17, 1803.

to present, according to the decision of the 27th Prairial (15th June, 1803) preceding, the account, settled from which was said to be derived the sole and true ground of the claim, it ought to be concluded, that the claim of 110,000 francs made by Mr. John Codman in virtue of the obligation for money advanced, and executed before a notary on the 12th Pluviose, (31st Jan. 1801,) should be rejected from the order, and the tribunal of Meaux had, in consequence, rendered the following judgment :

DECREE OF THE COURT OF FIRST INSTANCE.

Respecting the obligation for 110,000 francs, made by Richard Codman in favor of John Codman, his brother, and accepted in the name of the latter, by Louis Desvaux, the said obligation being executed before Mangais, Public Notary at Dreux, Department of Eure et Loire, witnessed on the 12th Pluviose, (31st Jan. 1801.) year 9; respecting the certified copy, by said Mangais, Notary, of the power under hand and seal, given by John Codman to the said Louis Desvaux, dated Paris, 28th Nivose, (17th Jan. 1801,) year 9, for the purpose of accepting an obligation of the whole or part of the sum of which Richard Codman had been stated to be indebted to the said John Codman, by an account current settled between them; respecting a copy of the deed of transfer of a mortgaged claim for the sum of 150,000 francs, made by the said Richard Codman to John Codman, his brother, to liquidate so much of the said Richard Codman's debts due to John Codman, resulting from accounts current, the said deeds of transfer, executed before Lilly and his colleague Notaries at Paris, on the 18th of the same month of Pluviose; (6th Feb. 1801,) respecting the letter duly recorded and wrote by Richard Codman to Mr. Wm. Vans, dated 27th of the same month of Pluviose; (15th Feb. 1801,) considering that by its judgment of the 27 Prairial, (15th June, 1803,) last, the tribunal had ordered that John Codman should present within 30* days the account settled between him and Richard Codman, mentioned in the power of John Codman, dated 28 Nivose; (17th January 1801,) considering, that the account current, which should have been the true cause of the obligation, for one hundred and ten thousand francs not being presented, it is to be supposed that it does not exist, and that consequently the obligation having no foundation, John Codman has no legitimate claim; considering, that the non-existence of the account mentioned in the power of attorney, of the 28 Nivose, year 9. (17th January, 1801,) adds further evidence to the appearance of deceit and fraud which were already attached to the said obligation; appearances which were the cause of the order to present the account. And that it results, first from the power under private signature given by John Codman, to Louis Desvaux, on the 28 Nivose, year 9. (17 January, 1801,) authorising him to accept an obligation for all or part of the sums for which Richard Codman had been stated debtor to

* It should be 8.

the said John Codman, by the account current, settled between them, not mentioning the balance due from Richard Codman, that this sum being undetermined, it was impossible to deduct from it that of one hundred and ten thousand francs to make it the cause of the notarial obligation ; secondly, from the said obligation which had been accepted by Louis Desvaux, in the name of John Codman, by virtue of his power not mentioning that the one hundred and ten thousand francs alleged to be due, are in full, or only in part of the balance of the account current mentioned in the said power, that this obligation on the contrary expresses that it has no other cause than a previous loan, made by John Codman, to Richard Codman, to be employed, by the latter in his commercial affairs ; thirdly, from supposing that if John Codman had been in reality the creditor of Richard Codman his brother in consequence of an account settled between them, previous to the 28 Nivose, year 9. (17th January, 1801,) in a sum such as it was possible to deduct from it, that of one hundred and ten thousand francs, without entirely liberating Richard Codman, at least it ought to have been mentioned in the obligation for one hundred and ten thousand francs, that Richard Codman would be released from so much of the balance of the account, and because the obligation mentioning that it was caused by a loan, previously made by John Codman to Richard Codman, the latter would not have ceased to be the debtor to the full amount of the balance of the account current, settled between them ; fourthly, from Richard Codman, transferring to his brother John Codman, by virtue of a deed passed before Lilly, Notary at Paris on the 18th of the same month of Pluviose of the year 9. (6th February 1801), a sum of 150,000 francs, to be deducted from a mortgage due from citizen Desmoille and his wife, it is expressed in that act of transfer, that it is made to release the said Richard Codman, from so much of the sum due from him to his brother, by account current ; which excludes the idea of an account settled a little before ; fifthly, because by the letter dated the 27th of the same month of Pluviose, (February 15, 1801,) Richard Codman, offers to William Vans in payment of what he owed him, an estate at Dreux, and that of La Thuillierie at Dammartin ; and represented the estate at Dreux as perfectly free from all encumbrances, and that of Dammartin as being encumbered to the amount, of thirty thousand francs of Inscription, whilst the obligation of 11,000* livres, in favor of his brother, was enrolled on both these estates ; all which still induces us to think that the obligation was not real ; considering, lastly, that John and Richard Codman are brothers, that they had been represented as partners, which has not been denied by the counsel for John Codman, and that these double titles united to the suspicions afore mentioned, authorize the idea of their assisting each other in an act of fraud ;

* There appears to be some mistake in the original here, 11,000 for 110,000 francs.—*Translator*.

The Tribunal says, that the said obligation for 110,000 livres or francs, shall be rejected from the order, as being false and without ground and in defraud of the legitimate creditors of the said Richard Codman.

Directs that eradication shall be made of the Inscription requested by the said John Codman, on the estate of La Thuillierie, whose amount shall be distributed, and to that effect the keeper of the office of record of the district of Meaux, shall be so ordered.

Declares, the present judgment shall include also Richard Codman, a party seized, and not appearing, and condemns John Codman to all the costs of suit.

APPEAL AND PROCEEDINGS THEREON.

Messrs. Pacaud, Vans, and Mrs. Gouvain, caused this judgment to be made known to the attorneys of the different parties interested. Also to Mr. John Codman, by notifications of the 4 Vendemiaire, year 12, (25th September, 1803.) On the 20 Frimaire, (10th December 1803,) Mr. J. Codman, by a summons from Daquiere, appealed from the two judgments of the 27 Prairial, (15th June,) and 4 Nivose, (24th December,) following, 4 Messidore (or 22d June,) as being null and incompetent and subsidiary to all the injuries he pretended he had suffered from the appeal of Messrs. Pacaud and Vans, and Mrs. Gouvain. By the summons of the 22d and 25 Frimaire, (12 and 15th December, 1803,) of the same month, notified at the Domicil of Mr. Demilly, attorney at the tribunal of the first instance, elected by the act of appeal, Messrs. Pacaud and Vans, and Mrs. Gouvain, had anticipated John Codman, and had summoned him to appear at the court to proceed and confirm the said two judgments with costs and charges. By another summons of the 23 Nivose, (12th January, 1804,) following, the said Messrs. Pacaud and Vans and Mrs. Gouvain, had the notice reiterated to Mr. John Codman, in order to proceed in the said two appeals at the Domicil elected by his Inscription at the record office at Meaux. Messrs. Pacaud and Vans, and Mrs. Gouvain, had also by a notice of the 26 Nivose, (15th January, 1804,) of the same month summoned to the court Messrs. Richard Codman, John Rayjil and Phillip Dumont, to take cognizance of the summonses and denunciations, which they intended to make against them, relative to the appeal of the said John Codman, as also of the notifications they had sent him, and that they should then appear in order not to plead ignorance thereof, but join them in the litigation and maintain conjointly with them, that the said judgment, ought to be confirmed, with costs and charges, and in order that they should perceive that the arrest of judgment interposing, should be in common with them to be executed according to its form and tenor.

Mr. Phillip Dumont, after having furnished his defence to the summons, declared his consent that the intervening arrest should be declared in common with him, and intervened in the suit. By a memorial of the 20 Prairial, [8th June] following, he adhered

to the conclusions of Messrs. Pacaud and Vans, and Mrs. Gouvain, and in consequence thereof, agreed to the confirmation of the Judgment, which had been appealed, and had notified Mr. J. Codman, of the demands against him as mentioned in the notification of the 26 Nivose, year 12, (15th January, 1804,) and demanded that he should be condemned to all the costs and charges. Mr. John Rayjil, after having furnished his defence to the summons, also declared his consent that the intervening arrest should be in common with him, and had also intervened in the suit and agreed to the conclusions of Messrs. Pacaud and Vans, and Mrs. Gouvain, and had notified Mr. John Codman of the demands against him, and concluded that he should bear the costs and charges arising from said demands. As for Richard Codman, likewise mentioned in the judgment in common, he had maintained first, the notice which had been given him was irregular, that it had not been made to him personally, nor at his domicile, but at that of Mr. Demilly, attorney, which had not been elected for this suit, he afterwards maintained that the disputes between Mr. John Codman and Mrs. Gouvain were unknown to him, and finally he requested to be a party intervening in order to notify John Codman of the demand found against him, and that the losing party should bear all the costs and charges.

Respecting Mr. John Codman, after having furnished the necessary bonds required of a foreigner, for the cost and charges, to which he might be liable, it having been demanded by Messrs. Pacaud, Vans, and Mrs. Gouvain, the said security had been received by a decree of the 13th Floreal (2d May last,) after which he began his mode and ground of defence.

ARGUMENTS OF COUNSEL.

Respecting the mode, he mentioned first, that the debt of 110,000 livres, acknowledged to be due to him by the obligation of the 12th Pluviose, year 9, (31st January 1801,) could not be critically examined until it had been sued, and proved against it that appearance of fraud which had caused it to be rejected from the order. To have formed the demand *ad hoc*, and in the form prescribed by the principal demandants, that is to say by notice in his domicile, and after having tried the means of conciliation, and that above all, this obligation being the deed of Richard Codman his brother, it was indispensable that he should be called and heard, before it should be decided against him. Respecting the ground of defence, Mr. John Codman maintained that the obligation of the 12th Pluviose, (31st January 1801,) originated in the settlement of account mentioned in the power of attorney which he gave to Mr. Desvaux on the 21st Nivose, (17th January), that it was an error to maintain that there existed any difference between the expressions of the obligation and those of the power of attorney, as the one and the other perfectly coincided. That the loan previously made to Richard Codman to be employed in his affairs, and mentioned in the obligation, was not in opposition with the balance due by an account settled and mentioned in the

power of attorney. That there was no contradiction as it was supposed between the power of 28th Nivose, (17th January) in consequence of which the obligation of the 12th Pluviose, (31st January) had been executed, and the transfer made by Richard Codman on the 18th same month (6th February). Mr. John Codman also maintained that it was without foundation, that Messrs. Pacaud, Vans, and Mrs. Gouvain had agreed against him, that because the sum mentioned in the power of 28th Nivose, (17th January) was undefined, that it was precisely because that sum was not limited, that the amount of 110,000 francs could easily have been the motive of the obligation of the 12th Pluviose, year 9, (31st January 1801), that it was equally unreasonable that Messrs. Pacaud & Vans, and Mrs. Gouvain had reproached him for not complying with the judgment of the 27th Prairial (15th June) by not presenting the account settled which had been the cause of the obligation, that he should not have refused to have produced the account settled, if a sufficient delay had been granted him to send to Boston for it, where it had been carried to, and have it reconveyed to France; that until he could procure it, and in order to put an end to all suspicions which had arisen against the existence of this account settled, he produced an acknowledgment of Richard Codman's, conceived in these terms:—

PARIS, 1st January, 1801.

'In consequence of the final settlement of all accounts made this day between myself and my brother John Codman of Boston, I acknowledge myself to be indebted to him in the sum of \$48,328, 57 cents, which I promise to pay him or his order on demand with interest. Having signed three papers to the same tenor and effect.' Signed,

R. CODMAN.*

That this writing, which was witnessed by Joel Barlow, and Robert Fulton, witnesses required by the laws of America, establishes beyond a doubt, that Richard Codman had really acknowledged himself his debtor at a time anterior to the 18th Nivose, year 9, (17th January 1801), in a sum, such that the 110,000 francs mentioned in the obligation of the 12th Pluviose, (31st January following) could have been deducted from it, since the \$48,328, were equal to about 258,000 francs. That it could not be denied that the acknowledgment of Mr. Richard Codman, dated Paris, January 1st 1801 (11th Nivose, year 9,) was neither wrote on stamp paper, nor registered according to the laws of France, but it was supposed, that these forms could have been dispensed with in a transaction between two brothers, both foreigners, who were only temporary residents in France, that above all this acknowledgment was not presented as forming a document, whose completion ought to be ordered by law, but merely as an evidence that had been asked for in order to throw more light on the subject before the court, and to prove the legitimacy of the debt

* This obligation had been sent out from Boston to France long previously, for a different purpose, and was in the hands of Babut, in Paris. See John Codman's letter No. 319.

which had been the cause of the obligation of the 12th Pluviose, (31st January). That it would be in vain for Messrs. Pacaud, Vans, and Mrs. Gouvain to object, that because this acknowledgment was written on common paper and in the American form, nothing preventing Mr. John Codman, who had lately arrived from America and living with his brother at the Hotel De Cesaures, and wishing to settle the account of the sums which he had lent or advanced to him, from making use of the first paper that came to hand to state the amount that Richard was indebted to him; that they were more indifferent about the quality of the paper they made use of, as Richard Codman proposed to substitute in favor of John Codman an authentic engagement conformable to the French forms, which intention was executed on the 12th Pluviose, (31st January) before Mangais, notary at Dreux, and on the 18th (6th February) before Lilly, notary at Paris. Mr. John Codman also maintained, that the obligation could not be scrutinized, because it did not say that it was the result of the account mentioned in the power, and that Richard Codman on paying the 110,000 francs, inserted therein, should be released from so much of the sum that he had acknowledged himself debtor in the account settled mentioned in the power, because John Codman agreed to this inference. He also maintained, that they could not allege against him the letter wrote on the 27th Pluviose, year 9, (15th February 1801) by Richard Codman, in which he offered Mr. Vans in payment of the sum he owed him, the estate at Dreux, as perfectly unincumbered, and that of La Thuillerie as being encumbered only to the amount of 33,000 francs, although both estates had been pledged in the obligation for the amount of 110,000 francs, and that inscriptions had been demanded on both these estates on the 12th and 23d Pluviose, (31st January, and 11th February) Mr. John Codman finished his defence by observing that Messrs. Pacaud & Vans, and Mrs. Gouvain had erroneously concluded because he was brother to Richard Codman his debtor, and that they had been represented, before the judges at Meaux, as copartners without the assertion being denied, and that the obligation of the 12th Pluviose, year 9, (31st January 1801), was merely the result of accommodation, and had no real or legitimate foundation, that moreover, it was not correct to say, that the copartnership which had previously existed between John & Richard Codman, was still subsisting at the time of the obligation of the 12th Pluviose, year 9, (31st January 1801) that it was on the contrary stated in, and proved by the public papers, and particularly, by the American journal, called the Columbian Centinel, that this copartnership had ceased in the month of May, 1798.

Messrs. Pacaud, Vans, and Mrs. Gouvain, responded to John and Richard Codman; they maintained the correctness of the judgments of the tribunal at Meaux, which were the cause of the appeal, and that in consequence of the reasons mentioned in the following conclusions.

Conclusions* of the Parties.

1. CONCLUSIONS OF JOHN CODMAN.

The conclusions of Mr. John Codman tended, that it would please the court in consequence of the appeal interjected by the said John Codman from the judgments of the tribunal of Meaux, on the 27th Prairial and 4th Messidore, year 11, (15th June, and 22d June, 1803), considering that the obligation, for 110,000 francs, subscribed by Richard Codman on the 12th Pluviose, year 9, (31st Jan. 1801) as aforesaid, was an authentic document, passed before a notary and witnesses, and under those circumstances, even in the opinion of the first judges, was susceptible of receiving its full and entire execution; considering, that there never existed any accusation of fraud, nor even any assertion of pretended nullity against the said obligation, therefore nothing could impede its execution; considering further, that annuities are not destroyed by obligations, and that the law expresses itself thus, that no evidence shall be received from witnesses contrary to what is contained in the acts, nor what shall have been previously said before the acts could be alleged against what the acts contained, nor examine what has been done during or since; considering, also, that the fraud was not to be presumed, and considering in fine, that the account settled on the 1st January, 1801, or (11 Nivose, year 9,) was produced, and that it was equal to a sum of 250,000 livres; consequently the causes of the obligation and the transfer of the 12 and 18 Pluviose, year 9, (31st January, and 6 February 1801) were fully justified, that the appeal should be annulled, and that the said John Codman should be acquitted of the sentence pronounced against him by the judgments mentioned in the appeal, doing justice to the principal, which the judges ought to have done, that Mr. Pacaud and all other creditors who were lawfully inscribed against Mr. Richard Codman, should be declared purely and simply inadmissible, in their demands and conclusions, to reject him from the order and distribution of the value of the property of Richard Codman, sold by order of the tribunal of Meaux, on account of the obligation for 110,000 francs, and that the Inscription requested by the exponent in consequence of the said debt should be erased, but that the amount of it should come out of the amount of the distribution; and that Messrs. Pacaud and Mr. and Mrs. Vans should be condemned to all the costs and charges, not only on account of the principal, but also of the appeal and demands, for all which the said John Codman should be reimbursed in the amount of his claim. Pronouncing also, on the intervention of Messrs. Rayjil and Dumont, that they should be declared, purely and simply inadmissible in their demand, and that they should be rejected: that those of Messrs. Pacaud and Vans, and Mrs. Gouvain, should be also declared inadmissible and be rejected, that an act should be given to John Codman, of his summonses and accusations, and that Mr. Rayjil, Mr. Dumont, Mr. Vans and Mrs. Gouvain, should be sentenced to all the costs

* Written statements of points made.

and charges, caused by their intervention and demands, which charges John Codman should use in defraying the prosecution of his claim.

2. CONCLUSIONS OF PACAUD & VANS.

The conclusions of Messrs. Pacaud, Vans and Mrs. Gouvain, were, that it should please the court, considering all that touched the appeal interjected by John Codman, against the judgments of the tribunal at Meaux, on the 27th Prairial and 4 Messidore, year 11, (15th June and 22d of June 1803), considering, firstly, that John Codman, had constantly represented himself during the suit between them, Mr. Carteron and the said John Codman before the tribunal of Dreux, and this court, as a person not only indifferent to the payment of the 110,000 francs, amount of the obligation that Richard Codman had subscribed in his favor on the 12th Pluviose, year 9, (31st January 1801), but even as interested that this sum should not be wholly discharged; considering, secondly, that he had united all his efforts to those of Mr. Carteron, purchaser of the estate Rouvray, and its dependencies, in order to keep in the possession of the latter that important property for the sum of 62,000 francs; when at auction it would have brought a greater price, and that he had maintained at the sitting of the judges of Dreux, that the highest bid was inadmissible and ought to be declared null; considering, thirdly, that he had united all his efforts to those of Mr. Carteron, to cause to be annulled the judgment of the tribunal of Dreux, on the 20th Fructidor, (6th September,) which had adjudged to Mr. Swedeaux, for a sum of 80,000 francs, the said real estate, which Mr. Carteron had purchased for 62,000 francs, and that he had by his memorial on the 15 Floreal (4th May) last, requested an act of his adhering to the conclusions of Mr. Carteron, and had thus concluded against himself, as he had done before the first judges, in order that the judgment of the 20 Fructidor (6th September) might be declared void, and that Mr. Carteron should be maintained as the sole owner of the estate of Rouvray, for the sum of 62,000 francs; considering, fourthly, that if John Codman had been really the creditor of Richard Codman his brother in the sum of 110,000 francs, mentioned in the obligation of the 12th Pluviose, year 9, (31st January, 1801,) he would have had the greatest desire that the estates of Rouvray, and its dependencies, should have brought the price nearest to his claim of 110,000 francs, because his Inscription at the record office of Dreux, gave him the first right among the creditors inscribed on the value of the estate, therefore the more it brought, the less he would have lost of the amount of his debt, from all which it appears, that all his wishes and efforts have tended to reduce the price, was because he did not attach any importance to his claim, and furthermore because he did not consider himself a creditor of Richard Codman his brother, for the said sum of 110,000 francs; considering, fifthly, that at the time of the distribution of the price of the estate of Rouvray and its dependency, by the tribunal of Dreux, amounting to 89,000 francs, by

the increase of interest, John Codman did not dare to present himself and claim the sum of 89,000 francs which would have been paid him entire, had he been in reality the creditor of Richard his brother to the amount of the obligation of the 12th Pluviose, year 9, (31st January, 1801.) Considering, sixthly, that John Codman ought to have been the most solicitous to produce his claim in the order opened before the tribunal of Dreux, that in the first place he had been informed by the summons sent him by Mr. Pacaud, one of the parties interested, that if he did not produce his documents within the thirty days allowed by the law, he would be rejected from the order, and that the distribution would be made amongst the enrolled creditors of the said Richard Codman his brother: and by the other, that having no special attachment but on the estate of Rouvray, and that of La Thuillierie, it was evident that his refusal to produce himself the said documents would necessarily cause the loss of his debt since he could scarcely expect to be collocated for 12,000 francs, on the amount of the latter; considering, seventhly, that John Codman, after having appealed from the judgment of order, rendered by the tribunal of Dreux on the 13th Frimaire, (3d December) last, did not insist that it should be invalidated, but had confined himself on the contrary to maintaining in the memorial which he had made in consequence of this appeal on the 9 Prairial, (28th May) last that the judgment was void, and incompetently rendered, that they ought not to trouble themselves about the validity of his claim; considering, eighthly, that if John Codman had been in reality the true and legitimate claimant of the 110,000 francs, mentioned in the obligation of the 12th Pluviose, year 9, (31st January 1801) his interest would have led him to have solicited his collocation in the order, and would not have confined him to scrutinizing the competency of the tribunal of Dreux, which had already pronounced on him and Carteron, by a solemn decree rendered at the 3d section of court on the 19th Floreal last, (8th May).—Considering, ninthly, That it appeared from all these circumstances that Mr. John Codman had notoriously avowed that he had no interest, not only in the augmentation of the value of the estate of Rouvray and its dependency, but even in its distribution; and that consequently he could not be a creditor of the 110,000 francs, mentioned in the obligation of the 12th Pluviose, year 9, (31st January 1801) that this obligation never had any real ground, that Richard Codman had subscribed it in his favor only to cheat his lawful creditors, and had in consequence acknowledged that the tribunal of Meaux, had rendered strict justice to all parties, —and demanded that the claim of 110,000 francs, should be rejected from the order, and that the said John Codman should be merely and simply inadmissible in his appeal against the said judgments rendered by the tribunal of Meaux, of the 27th Prairial, and 4th Messidore, year 11, (15th June, and 22d June 1803) and to condemn the said Codman to pay the fine and all other costs and charges, and in case the court should object, and would not determine by the mode of inadmissibility in that case and sub-

aidiary only, and because in supreme courts, all the means of defence should be produced, considering the appeal by the said John Codman of the said judgments of the 27th Prairial and 4th Messidore, year 11, (15th June, and 22d June.) Considering, first, that the obligation subscribed by Richard Codman on the 12th Pluviose, year 9, (31st June 1801) before Mangais, notary at Dreux, in favor of Mr. John Codman, expressed that the sum of 110,000 francs, therein mentioned, was the result of a loan previously made by John Codman to the said Richard Codman, to be employed in his affairs, and that the power given by the said Mr. John Codman on the 28th Nivose (17th January) preceding, to Louis Desvaux, dwelling at Dreux, gave him the power only to accept the obligation of Richard Codman for all or in part of the sum for which he had been stated to be debtor by account settled between them, measures which contradicted each other, and destroyed all at once, both the idea of a loan, and that of an account settled, considering, secondly, that even in the system of John Codman, that is to say, in supposing the existence of an account settled between him and Richard his brother, the obligation had no force unless the account settled could shew a sum at least equal to that of 110,000 francs it ought to be inferred from the silence of the power of John Codman on the sum in which Richard Codman was his debtor, that this sum was not necessarily such that the 110,000 francs, amount of the obligation, of the 12th Pluviose, year 9, (31st January 1801) could be deducted from it; considering, thirdly, that the obligation being necessarily connected with the account settled between John and Richard Codman, it ought to be supposed it was without foundation, as the account was not proved; considering, fourthly, that supposing the balance due by the account settled was sufficient to deduct from it the 110,000 francs, which John Codman wished to make the subject of the obligation, for what was due to him by the said account settled, he not only ought to have mentioned the amount in his power, but should have said, that Richard Codman on paying the amount of the obligation, should be released from so much of the balance of the account current, *et vice versa*, from which it results that since he was silent on the subject he attached no importance to the fulfilment of the obligation, or otherwise that his accepting the obligation was merely an act of accommodation; considering, fifthly, that if on his part, Richard Codman had really been debtor to John in such a sum that it allowed of a deduction of 110,000 livres, he would have insisted, that as he alone was the author of the obligation, that on paying the same he should be released, from so much; and above all, he would not have presented a loan previously made, which necessarily exposed him to pay, at the same time, the amount of the balance due by the account settled, and the amount of the obligation; considering, sixthly, that it was so unlikely that there ever existed an account settled between John and Richard Codman, which made the latter debtor, in a sum such that 110,000 livres could be deducted from it, that an act was passed before Lilly, notary, on the 18 Pluviose, (6th Feb-

runny,) that is to say, six days after Richard Codman had made over to John Codman 150,000 livres, to release himself of what he owed by account current, from which it is inferred, that at that time, the 18 Pluviose, (6th February,) there had never been any account settled between the two brothers Codmans, and consequently it was an imposition to pretend that the obligation was derived from an account settled; considering, seventhly, that Richard Codman knew himself so little the debtor of his brother John, in the sum of 110,000 livres, mentioned in the obligation, that even on the 27th Pluviose, (15th February,) and after the inscriptions, requested in the name of John Codman, on the estates which appear to be pledged for the payment of that demand, and which were enrolled in the record offices of Dreux and Meaux, he offered Mr. Vans, one of the said creditors, the said real estates in payment, viz. that situated at Dreux, as being free from all incumbrances, and that of Meaux, as being encumbered only to the amount of 3,300 francs, of Inscription, among which Inscriptions, it was well understood, that that of 110,000 francs, requested by John Codman, did not appear; considering, eighthly, that John and Richard Codman are brothers, that besides they had been partners in a general concern, of which general concern, John was for a long time the head in Boston, as Richard was of that in France, which has never been denied, and is moreover proved, by the public papers, and the bills of exchange, drawn by the said John and Richard Codman, when one or the other had occasion to do so, consequently all the transactions that have been carried on in Paris, by Richard Codman, whether with Vans or Pacaud, two of the aforementioned creditors, they were necessarily in common between John and Richard Codman, and that in supposing Richard could really have been the debtor to John, in consequence of advances or capital he had furnished, he could never be reimbursed until all creditors of the firm were paid;—considering, ninthly, that the supposed account settled, of which John Codman pretended to avail himself, mentioned in his memorial of the 17 Thermidore, year 12, (30th July, 1804,) to have been procured within a short time, had not been presented to the tribunal of Meaux, in conformity to the judgment of the 27th Prairial, year 11, (15th June, 1803,) and that it was without reason he made it the cause of his justification, that it was not executed in due form, and was abundantly suspicious of being fabricated for the occasion; considering, also, that far from establishing the nature of the obligation of the 12th Pluviose, year 9, (31st January, 1801,) it does on the contrary demonstrate that it could not have been the ground of this obligation; considering in fine, that this pretended settlement of account is nothing more than an acknowledgment to pay to the order of John Codman, which could not have been the ground of the obligation, unless said acknowledgment had been destroyed, from all which it results that since it still existed independently of the obligation, it could not have been the cause of it; that the appeal should therefore be annulled, that the two judgments from which the appeal was made, should have

their full and entire effect, and that the appellants should be condemned to the fine and costs, and charges, of the said appeal and demands; that respecting the demands made by the interested parties, against Mr. Richard Codman, mentioned in their summonses, of the 28th Nivose, (15th January) last, they concluded, first, that in consequence of a summons sent on the 22d and 23d Ventose, year 9th, (12th and 13th March, 1801,) by Coquillard, constable (Huissier,) to Mr. Pacaud, one of the parties concerned, Mr. Richard had formerly declared that he chose his domicile at Mr. Demilly's, Attorney, Rue de Coegheron, requesting that all summonses and notifications should be left at that domicile, or they would be void if left at any other place; secondly, that by another summons left on the 8th Thermidore, year 9, (26th July, 1801,) by the said Coquillard, which summons was signed by the said Richard Codman, the latter declared, that although he lived at the Hotel de Nord, situated in the Rue de La Loie, he had elected his domicile, at the house of the said Demilly, attorney, Rue de Coegheron, No. 416, and requested that until he should change his domicile, all notifications, &c. of whatever nature they might be, that he should have at any future time from Mrs. Gouvain and Mr. Vans, should be left there; thirdly, by another summons made by the said Coquillard, constable, dated 29th Prairial, year 9, (17th June, 1801,) the said Richard Codman had again signified to the said Mr. Pacaud, that he continued to choose his domicile at the said Mr. Demilly's in consequence of business existing between them; fourthly, by another summons by the said Coquillard, dated the 10th Messidore, following, (28th June, 1801,) the said Richard Codman though describing himself as residing in Boston, in the United States of America, continued to elect and indicate his domicile at Mr. Demilly's, that without taking into consideration the conclusions and demands of the said Richard Codman, or the means of annulling, proposed by him of the decision, that they should be declared merely and simply inadmissible and be rejected from the order; that an act should be given to the parties interested of their summons and denunciations and that the intervening arrest should be declared in common with the said Richard Codman, to be executed on him, according to its form and tenor. That respecting also the demand made by the party interested, against Mr. John Rayjil and Philippe Dumont, an act of summonses and denunciations should be given to them, and that the intervening arrest should be equally declared in common with them to be executed according to its form and tenor, and to condemn the said John Codman, not only to all the costs and charges for the summonses, denunciations, and counter-summonses, but those of the 13th Floreal, year 12, (2d May, 1804,) notified to Peter Benoit Babut, Bail, *indictum solvo*: which costs the interested be authorized to make use of for expenses incurred in their claims and to reimburse with the same, Mr. Martin Danzay, their joint attorney for the sums advanced by him.

3. CONCLUSIONS OF RAYJIL.

The conclusions of Mr. Rayjil, were, that it would please the court, in compliance with the demand of Messrs. Pacaud, Vans and Mrs. Gouvain and Mr. John Codman, respecting the appeal interjected by the latter from the judgments of the tribunal of Meaux, on the 27th Prairial, (15th June,) and *14th Messidore, year 11, (22d June, 1803,) that an act should be given to the said Rayjil of his adhering to the conclusions of the said Pacaud, Vans and Mrs. Gouvain, in consequence of the appeal made by John Codman; because, firstly, the obligation subscribed by Richard Codman, before Mangais, notary at Dreux, on the 12th Pluviose, year 9, (31st January, 1801,) had its foundation in a loan formerly made by Mr. John Codman to his brother, of the sum of 110,000 livres, that nevertheless, the power given by Mr. John Codman, to Louis Desvaux, to enable him to accept the said obligation, not mentioning that the said sum of 110,000 francs, was a loan that ought to have been the cause of this obligation, but only that there existed an account, in virtue of which, Richard Codman was debtor in an undefined sum, which was to be the ground of the obligation; because, secondly, the contradiction which existed between the power and the obligation, destroyed all idea of a deposit previously made by John and Richard Codman, and consequently left the obligation without a real foundation; because, thirdly, if the intention of John and Richard Codman, his brother, had been to draw from the sum of which the latter had been ascertained his debtor by the pretended account settled, so as to make it the matter of the obligation of the 12th Pluviose, year 9, (31st January, 1801,) not only John Codman would have mentioned it in his power, what the sum was, due to him by the pretended account settled, but would have expressed that on paying the amount of the said obligation, Richard Codman, would be liberated from so much of the balance of said account; because, fourthly, if on his part Mr. Richard Codman, had been really the debtor of his brother, in the sum which admitted of deducting from it that of 110,000 livres, Richard Codman would not certainly have failed to have mentioned it in the obligation as an express clause, that by paying the same, he should be liberated, from so much of the pretended account instead of availing himself of the pretext of a loan made for his affairs, which exposed him to pay the same sum twice; because, fifthly, it is demonstrated by an act passed before Lilly, notary at Paris, on the 18th Pluviose, year 9, (6th February, 1801,) that there had never existed any account settled between the two brothers, and that on the contrary, Richard made to John a transfer of a sum of 150,000 livres, to liberate himself from what he owed John, by account current; because, sixthly, if John Codman, had been in reality a creditor of Richard Codman his brother, in consequence of an account settled, mentioned in the power of the 23th Nivose, year 9, (17th January, 1801,) he would have complied with the

* An error in the original, it should be 4th Messidore.

judgments of the 27th Prairial, year 11, (15th June, 1803,) which required him to present that account settled, and would not have exposed himself to see his debt rejected, from the order of the price of the estate La Thuillerie; because, seventhly, the document which is presented on this day, dated January 1st, 1801, was a mere rag, (*chiffon*) without form, and deserving no kind of credit, that it was not written on stamped paper, nor registered, and had been fabricated for the occasion, since the judgments had been appealed; that besides it was not the account settled which had been ordered to be produced by the tribunal of Meaux, that in the state in which it was, it did not prove that Richard Codman meant that the \$48,328 should form the ground of the obligation, of the 12th Pluviose, year 9, (31st January, 1801,) that on the contrary, it did not apply to that obligation, since it still was in full force; because, eighthly, John Codman was so far from being a creditor of his brother, that he had been the first to demand the annulling of the order of sale by adjudication on the 20th Fructidor, (6th September) which valued the estate of Rouvray at 18,000 francs above the price offered by Carteron, in adhering to the conclusion of the latter, and maintaining by pleading the highest bid, which had been offered as mentioned in the said judgment, was not admissible, and was void, and insisted that Mr. Carteron should remain proprietor of the estate of Rouvray for 62,000 francs; because, ninthly, if John Codman had been in reality creditor of his brother to the amount of 110,000 francs, mentioned in the above obligation, it would have been to his interest, that the estate in question, should have been sold for the highest price, so as to pay himself, and secure his debt with the greater ease from the amount of his inscription at the record office of Dreux. That in fine, having made the greatest efforts to reduce to 62,000 francs, the price which by the highest bid would have amounted to 80,000, Mr. John Codman had proved that he did not attach any importance to his claim, or rather that he was not a creditor; because, tenthly, that at the time of the distribution of the estate of Rouvray, amounting to 89,000 francs, by the increase of interest, John Codman had not dared to come forward and claim the sum, which he necessarily would have received entire if he had been really the creditor of Richard his brother; because, eleventhly, that his interest would have induced him, if he had been the creditor of his brother, to request his collocation in the order for the sum of 110,000 francs, amount of the obligation, instead of contenting himself with scrutinizing the competency of the tribunal of Dreux; because, twelfthly, that it resulted from all these circumstances, that John Codman, had neither an interest in the increase of the price of the estate of Rouvray, nor in its distribution, that he was not a creditor of the 110,000 francs, mentioned in the obligation of the 12th Pluviose, year 9, (31st January, 1801,) that it was without foundation, and that Richard Codman had subscribed it to his brother merely to cheat his creditors, as was found to be the case by the tribunal of Meaux, by their judgment on the 27th Prairial and 4th Messidore, year 11, (15 June and 22d June, 1803,) from which judg-

ments John Codman was appellant ; that the appeal should be annulled, and that it be ordered, that the motive of the appeal have its full and entire effect ; that an act should be given to Mr. Rayjil of his summonses and denunciations, and that the said John Codman should be condemned to the costs and charges caused by the appeal, demands, interventions, summonses, denunciations, and countersummonses, which Mr. Rayjil should be authorised to use in defraying the prosecution of his claim, and pay to Mr. Papin Nortonville who had advanced the same.

4. CONCLUSIONS OF DUMONT.

The conclusions of Mr. Dumont were, that it would please the court that in justice to the demand made by Messrs. Pacaud, Vana, and Mrs. Gouvain, in the intervening appeal of Mr. John Codman, from the judgments of the first instance of Meaux on the 27th Prairial and 4th Messidore, year 11, (15th and 22nd June, 1803,) that an act should be given to the said Dumont of his adhering to the conclusions of Messrs. Pacaud, Vana, and Mrs. Gouvain, consequently in doing justice to the appeal of the said Mr. John Codman, considering first, that Mr. Richard Codman produced for the ground of the obligation subscribed by him in favor of his brother John Codman by an act passed before Mangais, notary at Dreux on the 12th Pluviose, year 9, (31st January, 1801,) a loan previously made to him by his brother ; considering, secondly, that this latter, (John Codman) by the power he had given, for the purpose of accepting this obligation, mentioned on the contrary that there existed an account between him and Richard Codman from which it resulted that the latter remained the debtor of the former in an undeterminate sum, which was to be the ground of the obligation to be subscribed ; considering, thirdly, that all idea of a loan previously made by John to Richard Codman was totally destroyed by the contrariety existing between the obligation and the power ; considering, fourthly, that in supposing in Messrs. John & Richard Codman, the intention to draw from the sum of which Richard Codman was stated to be debtor by the pretended account settled, so as to make it the ground of the obligation, it would have been necessary that in the power given by John Codman, the amount of this pretended account should have been mentioned ; and it would also have been necessary to mention in the obligation as its ground, this clause : that on John Codman being paid the amount of the obligation, Richard Codman should be liberated from so much due by him in the pretended account ; considering, fifthly, that it was so unlikely, that there existed any account between them, the two brothers, that an act was passed, before Lilly and his colleague, notaries at Paris on the 18th Pluviose, year 9, (6th February, 1801,) six days after the obligation, stating a transfer made by Richard Codman to his brother John Codman of the sum of 150,000 francs, to release himself from what he owed the said John Codman by account current ; considering, sixthly, that Messrs. John Codman and Richard Codman were brothers, that they had been copartners, that all the transactions made by one

and the other, were in common for this reason, it could not be supposed that John Codman had become the creditor of Richard Codman; considering, seventhly, that John Codman would have conformed to the judgments of the 27th Prairial, year 11, (15th June, 1803,) which directed that he should produce the account settled, if he had really been the creditor of Richard Codman his brother, he would not by his disobedience to the court have incurred the risk of being rejected from the order of the estate of La Thuillerie; considering, eighthly, that the document which John Codman produced on this day, dated (1st January, 1801,) was neither stamped nor enrolled, had been fabricated for the occasion, and after the judgment which was appealed, that above all it does not prove the ground of the obligation, but on the contrary was no assistance to it; that so far from deducting from the 48,328 dollars to make it the ground of the obligation, this mass of dollars was still entire; considering, ninthly, that the claim of John Codman was so far from being real, that he had been the first to request the annulling of the decision of adjudication, which raised the price to 18,000 francs above the first sale, and made a smaller loss on his claim, and that he had adhered to the conclusion of Mr. Carteron, and pleaded that the highest bid should be void, and that Carteron ought to remain the proprietor for 62,000 francs; considering, tenthly, that at the time of the distribution of the estate of Rouvray, which amounted to 89,000 francs, by the increase of interest, Mr. John Codman did not dare to claim that sum which he would of course have obtained entire, if his obligation had been true as it was false; considering, eleventhly, that he would certainly have demanded to be collocated in the order for the sum of 110,000 francs, if he had really been the creditor of Richard Codman his brother, and that he, Mr. John Codman, would not have contented himself in arguing a pretext of incompetency of the tribunal of Dreux; considering, twelfthly, and lastly, that the conduct of Mr. John Codman not only at the tribunal of Dreux, but at that of appeal had proved, that he had no interest in the augmentation of the price of the estate of Rouvray nor in its distribution, and that consequently he was not a real creditor of the sum of 110,000 francs, mentioned in the obligation of the 12th Pluviose, year 9, (31st January, 1801,) that this obligation had no foundation, and ought to be rejected; that the appeal should be declared void, that what was the cause of the appeal should have its full and entire effect, that an act should be given to the said Dumont of his summons, denunciations, and counter summonses, that the said John Codman should be condemned to pay the expenses of the costs of appeal and demands, summonses, denunciations and interventions; that the said Dumont should be authorised to employ the same in the prosecution of his claim, and pay it over to Mr. Hardi de Juines, attorney, who had advanced the same.

5. CONCLUSIONS OF RICHARD CODMAN.

The conclusions of Mr. Richard Codman, were, that it should please the court, that in justice to Messrs. Pacaud, Vans, and Mrs. Gouvain, without taking into consideration their conclusions, and demands, they should be declared inadmissible, and be rejected; because the said demands in conformity with the expressions of the third article of the second title of ordinance of 1767, ought to have been made to his person or domicile, or otherwise be annulled; having been made at a pretended domicile ought to be radically void, that the said demand made in the summons on the said 6th Nivose, year 12, (26th December, 1803,) should also be declared null and void, subsidiary only because supreme courts could decide upon all points; and that the disputes between John Codman and the said Pacaud, and Vans, and his wife did not concern Richard Codman, that consequently the demand hazarded against the latter was without foundation, and they ought to be nonsuited; that besides, the mischievous litigation brought forward by Pacaud, Vans and Mrs. Gouvain, against John Codman rendered it the more destitute of foundation; that the demands of the said Pacaud, Vans and Mrs. Gouvain, should be declared purely and simply inadmissible, and in all cases they should be rejected; that furthermore, if necessary Richard Codman should be received as a party intervening in the private disputes brought before the court, between John Codman and the said Messrs. Pacaud, Vans, and Mrs. Gouvain, relative to the appeal made by the said John Codman from the judgments of the tribunal of Meaux on the 27th Prairial and 4th Messidore, year 11, (15th and 22nd June 1803); that an act should be given to Richard Codman of his summonses, and denunciations; that Messrs. Pacaud, Vans, and Mrs. Gouvain, and Mr. John Codman or he or they who might be nonsuited, should be condemned to all the costs and charges, that may be incurred by all the parties, demandant or defendant, and of the summonses, denunciations, and counter summonses; as also to acquit, secure, and indemnify the said Richard Codman for those to which he might be condemned, the amount of which should be paid to Mr. Boulard who has advanced the same.

POINT OF RIGHT. [*Point de Droit.*]*

It was to be ascertained first, if an obligation for 110,000 francs, subscribed by Richard Codman, in favor of John Codman his brother, on the 12th Pluviose, year 9, (31st January 1801,) ought to be rejected as false, and made without cause, when on one side Richard Codman announced in the act that the cause resulted from a loan which had been previously made to him, to be employed in his affairs, and on the other that John Codman in the power which he had given on the 28th Nivose, (17th January) preceding to accept that obligation, had expressed on the contrary, that the said obligation had for cause, the whole or part

* Questions for the consideration of the Court.

of an indefinite sum, of which Richard Codman had acknowledged himself debtor by an account settled between them.

Secondly, if it was possible to admit of the existence of this account settled, which John Codman mentioned in his power, when it had been acknowledged by John & Richard Codman, in an act six days posterior, that the account was still current.

Thirdly, If the account settled, mentioned in the power of the 28th Nivose, 17 January, was not presented, although a judgment of the 27th Prairial, year 11, (15 June, 1803,) directed that it should be so, it was to be inferred that it did not exist.

Fourthly, If in supposing the existence of the account settled, it was not sufficient that the sum which should have been acknowledged to be due, was undefined, to conclude that it was not possible to deduct from it a sufficiency to make it the object of the obligation for 110,000 livres.

Fifthly, If in supposing even the possibility of deducting the sum of 110,000 francs, from the amount of the account settled mentioned in the power, ought not the obligation to have mentioned that on Richard Codman paying 110,000 francs, he would be liberated from so much; and if the silence of the obligation on that point ought not to authorise the belief that the deduction had not been made; consequently that the obligation never had the cause which John Codman seemed to be willing to give it.

Sixthly, If the tardy declaration made by John Codman, that the sum for which Richard Codman, had acknowledged himself his debtor by the account settled, amounting to \$48,328 answered the same purpose as the presentation of the account settled, which had been demanded by the judgment of 27th Prairial, year 11, (15th June, 1803.)

Seventhly, If the obligation of the 12th Pluviose, year 9, (31st January, 1801,) ought not to have been rejected from the order of the price of the estate La Thuillerie, opened before the tribunal of Meaux, had been fabricated and made without cause, in fraud of the real creditors of Richard Codman, and if the Inscriptions requested, in consequence of this obligation at the record office of Meaux, on the 23d Pluviose, (11th February,) ought not to be erased.

Eighthly, In fine, if it was not the occasion of confirming purely and simply the judgments which were appealed, of receiving the intervenants as parties intervening to give an act and also to the interested of their summonses and denunciations, and to condemn the said John Codman, to the fine and all the costs and charges.

After having heard Berryer, counsel for John Codman, assisted by Bonde de Landes his attorney, Gayral, counsel for Pacaud, and William Vans, assisted by Martin Danzay, their attorney, Tripier, counsel for Mrs. Gouvain, divorced wife of William Vans, assisted by Beneirs, her attorney, Bouland, attorney to Richard Codman, Archambault, counsel for Rayjil, assisted by Pepin de Nortonville, his attorney, and also the said Archambault, counsel for Dumont, assisted by Hardi de Juines, his attorney, in their respective conclusions and pleas,

THE COURT

Receives interveningly the intervenant parties, separates the cause of Babut, William Vans, Mrs. Gouvain, which had been joined by a judgment, of the 20th Messidore, (8th July) last; gives an act to Rayjil and Dumont, of their adhesion to the conclusions of Pacaud and William Vans, and to Richard Codman, of his conforming himself to the discretion of the court, doing justice to the whole.

Concerning the appeal interjected by John Codman, from the judgments rendered by the civil tribunal of Meaux, on the 27th Prairial, and 4 Messidore, year 11, (15th and 22d June, 1803,) and adopting the opinions of the first judges, has declared and doth hereby declare the appeal null.

Directs that which was appealed shall have its full and entire effect, and be executed according to its form and tenor.

Condemns John Codman, to the ordinary fine of 60 francs.

Concerning the interventions and demands of Rayjil, Dumont and Richard Codman, gives an act to them of their summonses and denunciations. Declares the present judgment in common with the said Richard Codman, Rayjil, Dumont and Mrs. Gouvain, divorced wife of Wm. Vans.

Condemns John Codman, to all the costs and charges of the causes of appeal, and demands against all the parties, and also to those reserved by the arrest of the 13th Floreal (2d May) last; and those of the interventions, summonses and denunciations and counter-summonses, which costs and charges, Pacaud, William Vans, Rayjil, Dumont, and Mrs. Gouvain, may employ, in the expenses of prosecuting their claims, and the benefit of Martin Danzay, Pepin De Nortonville and Hardi de Juines, attorneys at their request, they having made the advances for the same.

On the remainder of the conclusions, the parties are nonsuited.

Directs and orders the high constable of the court be requested to that effect to cause the present judgment to have its full and entire execution, and our attorney general and solicitors, near the tribunal of first instance, to see it done.

Made and given in the court of appeal at Paris, in the palace of justice, on Wednesday, the 20th Thermidore, year 12, (7th August, 1804,) the first of our reign, at the public audience of the 2d section, at which were present, Messrs. Sequier, first President, Ducis, Gorneau, Bachois, Genissieu, Hardoin, Follenfrench, and Gauthier Cruemzcet, all judges.

In testimony whereof, the present judgment has been signed by the president of the said court, and by the clerk of the court.

By the Court, (Signed,) FONDEUR.

Notified to Messrs. Bordes de Landes, Boulard, Pepin de Nortonville, Hardi de Juines, Berrier, attorneys, on the 18th Fructidor, year 12, (4th September, 1804.)

(Signed,) By me, constable, L. PRIGUER.

And recorded at Paris, on the 18th Fructidor, year 12, (4th September, 1804.) Received 18th.

(Signed,) O. EHURUNK.

An accurate translation from the original, to the best of my knowledge and ability:

(Signed,)

P. B. DE S. GEORGES.

Boston, February 1st, 1812.

NOTE.

This document is the same which Mr. Vans refers to in his publications as having once been delivered by him to the late Rufus G. Amory, Esq., who put it into the hands of Mr. De George for translation.

The other documents which Mr. Vans possesses, and calls his French Judgments, and which he pretends condemn *John Codman*, as well as *Richard Codman* to pay him his demand, were all produced before the Legislative Committee of 1835, and were then thoroughly examined. They proved to be—

1. A paper purporting to be an official copy of the Record of a judgment recovered before the Tribunal of Commerce in Paris, June 20, 1801, by *J. J. Pacaud* against *Richard Codman* for 8415 francs *rente, tiers consolide* to be delivered in three days, or else to be paid for according to their value at that day. Costs taxed at 45 fr. ¹⁷/₁₀₀—and an Appeal taken by *Richard Codman*.

2. A Paper purporting to be an official copy of the Record of a decree of the Court of Appeals of Paris, July 10, 1801, confirming the judgment recovered in the Court below, by *Pacaud* against *Richard Codman*, who made default.

3. A Paper purporting to be an official copy of the Record of another decree of the Court of Appeals of Paris, Sept. 28, 1801, after *Richard Codman's* default had been taken off and the parties heard, reaffirming the judgment recovered in the Court below by *Pacaud* against *Richard Codman*. Costs were taxed at 46 fr. ¹⁰⁰/₁₀₀.

4. A Paper purporting to be an official copy of the Record of a judgment recovered by default before the Tribunal of Commerce in Paris, Jan. 28, 1801, by *William Vans* against *Richard Codman*, for 5,000 francs *rente provisoire*, to be delivered in three days, or paid for according to their value on that day. Costs taxed at 25 francs ⁷⁵/₁₀₀.

5. A Paper purporting to be an official copy of the Record of a judgment recovered by default before the Tribunal of Commerce in Paris, July 20, 1801, by *William Vans and wife, in her right*, against *Richard Codman*, for 32,098 fr. ⁶⁰/₁₀₀ *rentes* (being for moneys realised from sale of Mrs. V.'s houses 26 May, 1799,) to be delivered in ten days, or paid for according to their value on that day. Costs taxed at 45 fr. ¹¹/₁₀₀.

6. A Paper purporting to be an official copy of the Record of proceedings before the Court of First Instance at Dreux, August 15, 1802, to determine the right of priority between *John Codman as mortgagee*, and *J. J. Pacaud as attaching creditor*, of an estate at Dreux, called *Rouvray*, claimed by each of the parties against *Richard Codman*. The point of the Decree here appears to have been only that the Court had jurisdiction of the cause.

7. A Paper purporting to be an official copy of the Record of proceedings before the Court of First Instance at Meaux, Oct. 26, 1802, to determine the right of priority between *John Codman as mortgagee*, and William Vans as *attaching creditor* of an estate in the District of Meaux, called La Thuillerie, claimed by each of the parties *against Richard Codman*. There was no service on John Codman, and no appearance in his behalf. The decree was that his inscription or claim on the estate should be erased. This paper states that the judgment recovered by Vans against Richard Codman before the Tribunal of Commerce at Paris for 5,000 francs *rente provisoire* was liquidated at 40,000 francs of principal, and that this was the amount for which he had made his attachment. This record, it was pretended, on the part of Mr. Vans, established the fact of a partnership then existing between John and Richard Codman; but on examination it did not appear that there was any evidence on the subject, or any inquiry into it by the Court. It appeared only that *Vans himself* had described John Codman as the brother of Richard Codman and partner in his banking operations; and that John Codman, (who was then in America,) having no personal notice of the proceedings, did not appear by himself or his attorney, and the decree was, in consequence of his non-appearance, that his claim to the estate should be stricken off.

8. A Paper purporting to be an official copy of the Record of subsequent proceedings before the same Court of First Instance at Meaux, and before the Court of Appeals at Paris, relative to the same conflicting claims of John Codman and William Vans and other creditors of Richard Codman to the estate of La Thuillerie—of which paper an entire translation is given above.

See also Child's Review of a Report, &c., p. 18, for an enumeration of the same judgments.

No. 344.

Condensed statement of the contents of the preceding document.

It purports to be an authenticated copy of the record of a Judgment or Decree, rendered by the Court of Appeals at Paris, Aug. 7, 1804, on an appeal taken Dec. 16, 1803, in behalf of John Codman, from two Decrees rendered by the Court of First Instance, at Meaux, June 15 and 22, 1803. It first states the names of the several parties, and the various processes by which they are brought before the Court; namely:—

1. John Codman, Appellant, both as Defendant and Demandant,* by certain memorials of his which are referred to;

* *Demandant* seems to indicate the person who seeks any thing from the Court. This he sets out in a written memorial or petition. *Defendant* seems to be applied to the person from whom something is sought, or who offers some objection to the claim of another. Hence the same person is sometimes designated both Demandant and Defendant in the same cause; he is a Demandant by virtue of some claim, or request, which he presents in one me-

And J. J. Pacaud, Wm. Vans and Mad. Gouvain, his divorced wife, joint Demandants, by certain summonses and memorials referred to.

2. Pacaud, Vans and Mad. Gouvain, joint Demandants, by other summonses and memorials referred to;

And Richard Codman, Defendant, J. Rayjil, Defendant and Demandant, and P. Dumont, Defendant and Demandant, by their memorials referred to.

3. P. Dumont, Intervenant* and Demandant, by his memorials referred to;

And Pacaud, Vans, Madame Gouvain and John Codman, Defendants and Demandants, by other memorials referred to.

4. J. Rayjil, Intervenant and Demandant, by his memorial referred to;

And Pacaud, Vans, Mad. Gouvain and John Codman, Defendants and Demandants, by other memorials referred to;

5. Richard Codman, Intervenant and Demandant, by his memorial referred to;

And Pacaud, Vans and Mad. Gouvain, Defendants and Demandants, and John Codman, Defendant, by other memorials referred to.

The record then sets out (*point de fait*) the evidence, or statement of the facts in the case as they were proved or admitted before the Court of First Instance, in substance as follows:

John and Richard Codman became partners at Boston, May 1, 1791.

The firm lasted until May 9, 1798, when John Codman caused a notice of Dissolution to be published in the Boston Centinel.

In 1794, Richard Codman arrived at Paris, and established a private banking house there,† while his house in America yet continued.‡

In 1799, Richard Codman and Vans agreed that the latter

memorial, and he may also be a Defendant by reason of his being called upon to answer the claim or petition of some other suitor. John Codman was a *Demandant*, because he petitioned for priority, in the distribution of certain property. He was *Defendant*, because he resisted the claims of other petitioners who opposed his.

* *Intervenant* appears to signify a person who presents some claim arising collaterally, or who comes in as in the present case, subsequently to the commencement of the action. Thus Pacaud, being the assignee of one of Vans' demands against Richard Codman, obtained a judgment against him, and caused an inscription (answering to our attachment) to be made on the estate of La Thuillierie. Pending his suit to enforce this attachment, he assigned a portion of his claim to Dumont, and another to Rayjil; upon which they interpose their respective claims, arising collaterally and subsequently to the origin of the suit, and thus became parties to the proceeding, under the title of *Intervenants*; and Richard Codman, who did not appear in the lower Court, but afterwards came in on the appeal, is likewise termed an *Intervenant*.

† This was not strictly correct, for we have seen that Recamier was his banker during the whole period of his residence in Paris.

‡ Mr. Child thinks this and some other passages are not translated with perfect exactness. The discrepancies seem to us of no moment;—but that readers may judge of this for themselves, his translation of the passages which he questions will be found following this statement of the contents of the judgment.

should go to America to purchase merchandise on their joint account.

Vans went, leaving with Richard Codman a certificate of 8415 fr. rentes in the perpetual debt of France, and another of 5000 fr. rentes of provisional debt;—also a power to sell two houses in Paris, which R. C. sold 26 May 1799, for 74,000 fr. and invested 72,000 fr. of the proceeds in Government stocks.

Vans, on his return from America in 1800, demanded this property, and not obtaining it, sued R. C. for the 5000 fr. of provisional debt, and also for 32,000 fr. rentes as what should have been the proceeds of the two houses, invested in stocks at the time of the sale.

Vans had assigned previously to one Pacaud his interest in the 8415 fr. rentes, and Pacaud as assignee, got a judgment against R. C. for these rentes, in their value on the exchange.

Vans also got judgment soon after against R. C. for the 5000 rentes; and Vans and his wife got judgment against him for 73,000 fr. (less certain sums paid on account) as the proceeds of the houses, and upon non-payment of this sum, they were entitled to purchase rentes at R. C.'s expense on the exchange.

Pacaud, Vans and Mad. Gouvain, (late Mrs. Vans) having these judgments against Richard Codman, attached an estate of his called La Thuillerie, situate in the Dis. of Meaux, in June and July, 1801; Pacaud for 90,000 fr.—Vans for 30,000—and Mad. Gouvain for 50,000—being the liquidated amount of their respective judgments.

But before these attachments, namely, 31 Jan. 1801, Richard Codman had signed a notarial obligation to his brother John for 110,000 fr., and had delivered it to one Desvaux, as the attorney of John Codman, under a power dated 17 Jan. 1801, which authorized Desvaux to accept, in John Codman's behalf, an obligation which R. C. was to give for the whole or part of the debt due to John by an *account previously settled* between him and Richard, without naming any particular sum.

The obligation which the attorney accepted, however, for the 110,000 fr., was expressed to be for a sum *lent* by John to Richard, to be employed in his business.

To secure this obligation of 110,000 fr., Richard had mortgaged to John the above-mentioned estate called La Thuillerie, situate in the District of Meaux, together with another called Rouvray, situate in the District of Dreux.

Feb. 11, 1801, John Codman petitioned the Court for an inscription, or record of this mortgage, on the estate of La Thuillerie.

Feb. 6, 1801, Richard Codman had also transferred to his brother a mortg'dge which he held on another estate called Cremille, and the deed of transfer expressed that it was to pay money due to John by an *Account Current*.

16 Feb. 1801, Richard Codman offered to Vans, by letter, in discharge of his claim, the estates of La Thuillerie and Rouvray, and certain notes which were due to him; valuing La Thuillerie at 80,000 fr. less a mortgage of 33,000, and Rouvray at 110,000.

10 Nov. 1801, the estate of Rouvray was sold at public auction,

under a decree of Court, by request of Richard Codman's creditors, and produced 62,000 fr.

25 June, 1802, the estate of La Thuillerie was sold in like manner, and Vans was the purchaser for 50,100 fr.*

23 Nov. 1802, Babut, as assignee of several of Richard Codman's creditors, requested the Court to determine how the proceeds of La Thuillerie should be distributed; and this matter came to a hearing on the 18 Dec. following.

In the mean time Pacaud had assigned 30,000 fr. out of his claim to Rayjil, and 17,500 fr. more to Dumont, in consequence of which they became parties to the proceeding.

Pursuant to notice, the several creditors appeared and produced the vouchers for their respective claims.

In support of John Codman's claim, was produced the obligation of 110,000 fr., which he demanded should stand first on the list, according to the prior date of his inscription, or record of the mortgage.

The other creditors thereupon contested the legality of his claim, contending that the obligation was given without valuable consideration, and for the purpose of defeating the real creditors of Richard Codman; in proof of which they noticed that the obligation purported to be for money *lent* by John to Richard, while the power of attorney given by John to Desvaux authorized only the receiving of an obligation to secure a debt due by an *account settled* between himself and Richard; and if there were any such account, they contended that it ought to be produced.

Thereupon the Court ordered, June 15, 1803, that this account should be produced at the next sitting; and they then adjourned for one week.†

At the expiration of that week, the account not being produced,‡ the Court considered, for reasons which are stated at length, that John Codman had failed to substantiate his claim, and therefore ordered, (June 22, 1803) that it should be stricken out from the list, and that he should pay the costs of the suit.§

* The value of the estates being thus ascertained, the whole question before the Court, as will be seen, was, how these proceeds of La Thuillerie should be distributed. The estate of Rouvray was in another district or county. If John Codman's mortgage for 110,000 fr. was valid, being prior to the attachments of Vans, Pacaud, &c., it would absorb about the whole proceeds both of La Thuillerie and Rouvray, and greatly exceed that of La Thuillerie alone, leaving nothing for the subsequent attaching creditors. But if the mortgage was thrown out, Pacaud, as the first attaching creditor, would come in for his claim of 90,000 fr.; and Mad. Gouvain, as the second attaching creditor, for the balance. Or perhaps the proceeds were to be distributed rateably among all the attaching creditors. All of them, at any rate, were interested to get rid of John Codman's claim.

† At the date of this decree for the production of a paper in one week, John Codman had not only left France, but was in fact *dead*.

‡ The paper called for was in America. See John Codman's letter to Babut on leaving Paris. (No. 250.)

§ This is the whole point and substance of the judgment. The only matter in dispute before the Court was whether John Codman's claim was legal and valid or not. And the only thing which the Court adjudges is that this claim should be *stricken out of the list*, as not being sufficiently proved to be avail-

The first and principal reason assigned by the Court for this Decree, is the non-production of the account.*

Another is the seeming contradiction above noticed, between Richard Codman's obligation and John Codman's power of attorney.†

Another is that Richard Codman's deed transferring to John the mortgage on Cremille, expresses the consideration to be a balance due by *Account Current*, which was thought to be inconsistent with the idea of an *Account settled* shortly before.‡

Another is that Richard Codman's letter of 18th Feb 1801, stated an incumbrance of 30,000 fr. only on La Thuillerie, and none on Rouvray, though both estates had then been mortgaged to secure John for the obligation of 110,000 fr.§

Another is that John and Richard Codman are brothers, that they *had been* represented as partners, which had not been denied by the counsel for John Codman, and that these double relations, united to the suspicious circumstances before mentioned, justified the inference that John had been willing to assist Richard in an act of fraud against Richard's creditors.||

ble against subsequent attaching creditors; and that John Codman, thus failing in his suit, should pay the costs of the other parties.

* Which being in America, could not possibly be produced in the time which the Court had allowed for it.

† It seems difficult to understand why this should have created so much difficulty in the minds of the French judges. John Codman empowered his attorney to receive an obligation to pay or secure him for a debt ascertained to be due by a certain *account* settled between himself and Richard. The attorney took an obligation which purported to be for a sum of *money lent* by John to Richard. There was no real inconsistency in this. The *account* related to proceeds of cargoes sold by Richard, and which instead of paying over, he detained and employed in his own business. So much as he owed John on this account was considered as a *loan* from John to Richard, and it might be indifferently called *money lent*, or *money due on an account settled*. If either John Codman or Richard Codman had been upon the spot, this might easily have been explained; but neither of them was in France at the time. The importance attached to so trifling a discrepancy, which might so easily have been cleared up, serves only to illustrate remarkably the difficulty of conducting a suit in a foreign country, and in the absence of parties from whom explanation is wanted.

‡ This seems to be little better than a quibble. The account was what is commonly called among merchants an *Account Current*; and although the balance was struck and acknowledged by a note, the account was still, from the form in which it was stated, what is commonly understood in mercantile phraseology by the term "*Account Current*." No merchant would perceive any difficulty, or impropriety, in describing it under that name, notwithstanding it exhibited an ascertained and acknowledged balance.

§ This was a circumstance of more weight, for it looked as if Richard did not consider his brother's mortgage any incumbrance at all. Why? Because, as appears by the correspondence, his brother had authorized Richard to offer these estates to Vans clear of that incumbrance. He had consented, for the sake of enabling Richard to make a settlement with Vans, to withdraw his own claim to these estates, (See No. 248 and 250, &c.) and take his chance for security upon the other property, which Richard had assigned to him, provided Vans would accept the terms offered. But these facts which are now before the reader of the preceding correspondence, were not in evidence before the Court;—and the Court having no such information, naturally enough viewed this unexplained offer on the part of Richard as a circumstance which went to impeach the validity of his obligation for 110,000 fr.

|| This passage is strangely commented upon by Mr. Child as amounting to

The record then states an appeal claimed in behalf of John Codman, with notices to the several parties, and that John Codman had furnished the necessary bonds required of a foreigner to secure the costs, as demanded by Messrs. Pacaud, Vans, &c.*

Before the Court of Appeal the several parties presented their respective "Conclusions."†

John Codman's "conclusions" were in substance that the obligation was sufficiently proved; that there was no ground to impeach it as fraudulent; that a real debt was shown to be due to him upon an account stated, by the production of Richard Codman's note of hand promising to pay for the balance of an account upwards of \$48,000, equal to 250,000 fr.;‡ that the claims of the

a judgment that the partnership still existed, and as justifying Mr. Vans in his statements that he had a judgment against John and Richard Codman for his debt. A more egregious *non sequitur* can hardly be imagined. For even if the Court had found, as an independent fact, that a partnership still existed between the brothers, the judgments which had been recovered against Richard Codman alone, could never have been enforced as judgments against John. But so far is this from being a judgment on the point of an existing partnership, that no such question was before the Court. The whole enquiry was whether John Codman had acquired a lien on Richard Codman's estate by virtue of his inscription founded on the obligation of 110,000 fr. The Court say he had not, because the obligation was void. This conclusion they come to by reason of several suspicious circumstances, strengthened by the relationship and connection admitted to exist between John and Richard, making it more probable, in their opinion, that John would be willing to aid Richard in covering his property from the reach of creditors. They *are* brothers and *had been represented as partners*, which was not denied by the counsel. Now how had they been represented as partners? The preceding parts of the record must show, and it states among the facts of the case, that John and Richard Codman were partners until John Codman published a notice of dissolution. There is no other representation whatsoever in the whole record respecting the partnership, preceding this remark by the Court; and this is a representation that they *had been* partners, not that they still continued to be so. The expression of the Court therefore, must be construed with reference to this previous representation, and can be construed to signify only that they had been represented as partners until the 1st May, 1798, which had not been denied. That such was the understanding at the time appears farther from the "conclusions" or written statement of the points made by Vans' own counsel before the Court of Appeals—for they there say expressly that John and Richard Codman *are* brothers and *had been* partners; and in the argument before the Court of First Instance, whose judgment we are now examining, *they do not even advert* to the partnership at all. If it had been understood before the Court of First Instance that the partnership was *still continuing*, the argument of Mr. Vans' counsel before the Court of Appeals would have been, that since John and Richard Codman *are* not only brothers, but also partners, as appears by the record, such and such consequences must follow. Instead of which they argue from the fact that these persons *are* brothers, and *had been* partners, plainly distinguishing the present and continuing relation from that which was past and had ceased.

* Mr. Child argues that since John Codman was condemned to pay costs, Mr. Vans must have a claim against his estate to that amount at least. But it appears from this passage that he required and obtained good security for the payment of these costs in France—where they were in fact afterwards paid by Babut, the agent who furnished the bonds.

† The "conclusions" are written statements filed in the case of the points on which the parties insist, with a brief outline of their grounds of argument.

‡ The account was not produced because John Codman had taken it with him to America. See his letter to Babut, (No. 250.) But the note which Richard Codman gave for the balance of account was in Babut's possession,

other creditors therefore ought not to be admitted against him, and that the decrees appealed from ought to be reversed.

The conclusions of Pacaud, Vans and Mad. Gouvain, were for reasons set out at length, that John Codman's claim ought to be rejected, and he adjudged to pay the common fine and costs of suit; and among the reasons they urge that John and Richard Codman *are* brothers, and *had been* partners* in a general concern, of which John was the head at Boston, and Richard at Paris, and consequently that all Richard's transactions with them were in connection with John;† and that if Richard did owe John, he could not use his property to pay John until the creditors of the firm were paid.

The conclusions of Rayjil and Dumont were somewhat similar to those of Pacaud, Vans and Mad. Gouvain, for various reasons assigned.

The conclusions of Richard Codman were that the claims of Pacaud, &c. ought to be rejected for informality in the service of notice on him.

In the *argument* before the Court it was insisted in behalf of John Codman, among other things, that the decree which required the production of his account within eight days was unreasonable, because the account was in America; that he had produced what was equivalent, namely, a note of Richard Codman's for \$48,328 57, expressed to be for the balance of account; that it was incorrect to say that the partnership between him and Richard was subsisting at the time the obligation in question was given, because it was proved in the case to have been dissolved in May, 1798;‡ and that their being brothers and former partners was no reason why the obligation should not be valid.

having been sent out to him by John Codman from America. See John Codman's letter to Babut, (No. 319.) Babut therefore filed this document in the case as a substitute for the account.

* Yet Mr. Vans now says that they were *then* partners, and were so considered by the Court.

† Here for the first time is it even *argued* in behalf of Vans, that John Codman had any concern in Richard Codman's transactions with him. And upon this conclusion it will be seen that he was *non-suited* by the Court!

‡ It was contended in behalf of Mr. Vans before the legislative committee of 1835, that this passage proves that the Court of First Instance had found the fact of a partnership still subsisting. Why else it was asked should John Codman's counsel have argued, before the Court of Appeals, against the correctness of that position? The answer is, because the position was taken as a point to be insisted upon by Pacaud and Vans in their written "conclusions" then on the files of the Court. It is true that in the order of the record a summary of the oral argument made to the Court precedes the written conclusions. But it is no less true that the oral argument was founded upon the written statement of the points made by the opposite party; and of course must have followed it in point of fact. The course of proceeding is this. The record of the Court below, containing the evidence which was produced there, the arguments of the parties, and the judgment of that Court, is sent up to the Court of Appeals. The parties then put in such new evidence as they please, and file their conclusions, or brief statements in writing, of their arguments and inferences, designed as notice to other parties, as well as to the Court. Counsel are then heard orally, upon the whole matter. The Court next reduces to writing the points which are thought material for consideration. And after the judges have formed their opinion upon these, the judgment is pronounced.

The Record then states the *Point de Droit*, or matters to be considered and resolved by the Court ;* namely ;

1. Whether the obligation for 110,000 fr. ought to be considered as false, because it purported to be for *money loaned*, while John Codman's power of attorney authorized only the taking of an obligation *for a balance of account settled*.

2. Whether the existence of such an *account settled* could be believed, when both Richard Codman and John Codman, by the deed transferring the mortgage on Cremille several days after, had admitted that the account between them was still *current*.

3. Whether the non-production of the account, agreeably to the decree of the 15th June, 1803, was not *conclusive* against its existence.

4. Whether if such an account could be supposed to exist, the sum due upon it being undefined, it could be *presumed* to be large enough to cover the obligation of 110,000 fr.

5. Whether if this *could* be presumed, the obligation of 110,000 fr. should not have *expressed* that this sum was *to be deducted* from that settlement ; and whether the *silence* of the obligation in that respect did not authorize the inference that *no such deduction had been made*, and consequently that the obligation of 110,000 francs was *without any valuable consideration*.

6. Whether the tardy production of Richard Codman's note of \$48,328, acknowledging himself indebted in that sum to John Codman, by an account settled, could be considered as *equivalent to the production of the account itself*, according to the Decree.

7. Whether the obligation of 110,000 fr. was not *rightly rejected* by the Court below, as being without valuable consideration, and therefore defrauding the real creditors of RICHARD CODMAN,† and whether John Codman's inscription on the estate of La Thuillerie for that obligation ought not for this reason to be *erased*.

8. Whether upon the whole matter the decrees appealed from ought not to be affirmed, the intervening parties to be admitted in their respective claims, and John Codman adjudged to pay the *ordinary fine and costs*.

* It will be seen that the question whether there was then, or ever had been, a partnership between John and Richard Codman is not even named among the points for consideration. It was not deemed at all material to the pending inquiry ; which was whether John Codman's mortgage, or the attachments of the other creditors of Richard Codman should prevail. John Codman might have an honest claim against Richard Codman, sufficiently proved to the Court, even if they were partners at the very moment of the inquiry ; and on the other hand his claim might be good for nothing, or might be insufficiently supported by proof, notwithstanding there might never have been a partnership connection between them. The Court therefore reject this question of a partnership from among the subjects requiring consideration, notwithstanding it had been urged by Pacaud and Vans in argument, and insisted upon in their written conclusions.

† Thus it appears that the Court predicate their inquiries wholly upon the fact that Vans, as well as Pacaud and the others, were creditors of *Richard Codman* alone. It is nowhere suggested by the Court that any one of them might be a creditor of *John Codman*. This was no part of the matter in controversy. Indeed the controversy itself was wholly inconsistent with such an idea. For the question was who should have this property. John Codman

The Record then states the Judgment of the Court of Appeals.

Which is that adopting the opinions of the Court below,* the appeal is declared null, and that the decrees appealed from shall take effect and be executed accordingly;† that John Codman shall pay the ordinary fine of 60 francs;‡ that the judgment shall be common§ to Richard Codman, Rayjil, Dumont and Mrs. Gouvain; that John Codman shall pay the costs of Pacaud, Vans, Rayjil, Dumont and Mad. Gouvain to their respective attorneys; *that on the remainder of the conclusions the parties are nonsuited;*||

claims it as *his* by virtue of a conveyance from Richard. Vans insists that the property was not John's, but *Richard's*, notwithstanding this conveyance; and therefore subject to his attachment as a creditor of Richard's. But if John Codman also was his debtor, as well as Richard, the property, whether it were John's or Richard's, was equally answerable to Vans; and this expensive litigation, of several years duration, was upon this hypothesis, absolutely without an object.

* Mr. Child translates this adopting the *reasons* of the Court below. The original is "motifs." But the question is not worth discussing; because, according to our view, the Court neither expressed an opinion, nor assigned as a reason, that the partnership still continued; and if they had, the evidence now produced would show the error and fallacy of such a conclusion, formed upon the slender evidence in the case.

† That is that John Codman's claim on Richard's property should be stricken out, in favor of the other creditors, and his inscription on the estate of La Thuillerie erased.

‡ Mr. Child argues that John Codman's proceedings were thought so wicked in the French Courts, that he was actually fined for them to the amount of 60 fr. It will be noted that the judgment speaks of this as the "*ordinary* fine of 60 francs"—being a fine paid in all cases by the party who fails in his appeal.

§ Mr. Child has said in point that the judgment appealed from is a judgment against John Codman, declared to be *common* to Richard Codman;—which expression he intimates is equivalent to a judgment for debt against John and Richard jointly. What will he say here then, where the Court declares the judgment to be common to Richard Codman, Rayjil, Dumont and Mrs. Gouvain? Are they all *joint debtors to Vans*? This expression in the records of the French Courts seems to signify that the persons to whom it is applied shall be considered as parties to the proceeding, whatever it may be, so as to be entitled to the benefits, or liable to the duties belonging to them respectively, according to the nature of their respective interests and relations in the subject matter of the controversy. In the present case, Richard Codman, Rayjil and Dumont were "*Intervenants*" who came in after the action was commenced; and Mrs. Gouvain, (late Mrs. Vans) though an original party in connection with her husband, now claimed, in consequence of her *divorce*, an interest wholly distinct from that of her late husband. The Court therefore say the proceedings shall be common to, or effectual both for and against, these persons, so far as they are interested, as well as for and against Vans, Pacaud and John Codman.—In rendering into English this same French phrase, as used by the Court of First Instance, in a former part of the record, our translator has it "declaring that their judgment would comprehend Richard Codman, a party summoned, but not appearing." This shows that his understanding of the phrase was as it is above explained. Mr. Child translates the same passage "declares the present judgment common to Richard Codman"—and then makes use of the phrase as evidence of partnership and joint debt. See note on his translation of the corresponding passage in the judgment of the Court of Appeals, No. 345.

|| Among the conclusions thus disposed of, be it remembered is the conclusion of Messrs. Pacaud and Vans, that the partnership between John and Richard Codman continued till after the origin of their respective claims; and that John Codman was therefore a party concerned with Richard Codman in

and that the High Constable of the Court be directed to cause the present judgment to be executed.

The Record concludes by stating the names of the judges present, and is authenticated by the Clerk of the Court.*

No. 345.

Mr. Child's Translation of particular passages, relied upon by him, in the Record of the French judgment, extracted from his Review of a Report, &c.

[FIRST EXTRACT.]

Page 2. "The brothers John and Richard Codman had formed in the year 1791, a partnership in trade, of which the seat was at Boston, in the United States of America. This partnership had subsisted there until 1798,† when John Codman caused to be inserted in the American Journal called the Columbian Centinel, of the 16th of said month, the following note;" (here a copy of the note is set forth upon the record, in which John Codman declares that the partnership between him and his brother which commenced on the first day of May 1791, "is this day dissolved." Dated Boston, May 2d, and signed John Codman : and after this the judgment proceeds; "meantime in 1794, Richard

those transactions. So that this record, so far as it bears upon the question, instead of tending to prove the partnership to be a fact established by the finding of the Court, proves that the Court adjudged directly against it, and thus corroborates all the other evidence in the case.

* It may be proper to note, in dismissing this record, that the terms used by the Court are not intended to impute to John Codman a *moral fraud*—as Mr. Vans sometimes represents. They import only a conveyance of property by Richard Codman, without sufficient *proof of valuable consideration* paid by John. Such conveyances are commonly spoken of in courts of law as fraudulent, because they tend to defeat creditors of their just debts, and therefore operate like a fraud upon them, although the party who accepts such a conveyance may have taken it in perfect good faith. Like questions are constantly arising in our own country, whenever a debtor in failing circumstances assigns his property, and creditors afterwards attach it. The assignee is required to prove a sufficient valuable consideration paid for the property, and if he fails from any cause to make this out by legal proof, the assignment is said to be void, and is spoken of as a fraud upon the attaching creditors. In these cases many a man finds himself in the uncomfortable predicament of hearing these harsh phrases in the law applied to his own acts, when the idea of defrauding any body had never entered his head. And although the case may go against him, and the assignment may be adjudged void, his neighbors understand well enough that it is a mere scramble among creditors to recover their debts according to law, out of a fund insufficient to pay all, and that there is no moral wrong in the matter. In the present case the assignment, or conveyance, from Richard Codman to John, was held to be fraudulent and void as to the attaching creditors, because the *reality* of Richard's *indebtedness* to John was not *satisfactorily proved* to the Court. But if the Court had been possessed of all the correspondence and accounts which have now been exhibited, they would not only have seen the reality of the debt, but must have upheld the conveyance as made for the honest and legal purpose of securing it.

† Mr. Child thinks the expression "had subsisted until" a certain date, *materially* different from the expression "lasted until" the same date, as given by our translator. The former phrase implies, he maintains, a *continuance* of the partnership, after the time *until which* it had subsisted !!

Codman had come to France, and established a *private* banking house, but leaving his *partnership* still to subsist in *America*.”*)

[SECOND EXTRACT.]

Page 11. The judgment says:

“Taking into view the obligation of the 31st January, 1801, accepted by Devaux, for John Codman, for a loan previously made to his brother; taking into view the power of attorney from John Codman to said Devaux, to accept an obligation for the balance of account settled between the two brothers; taking into view the assignment of the 151,180fr. 3c., made by said Richard to said John, on the 6th February, to acquit said Richard to that extent of sums due to said John, according to an account current; taking into view the letter of Richard Codman to Vans, on the 15th of the same February; considering that by their judgment of the 15th of June, the Court ordered that John Codman should produce in eight days the account settled, between him and Richard Codman, mentioned in the said power of attorney;—considering that, the account settled, which ought to be the true consideration of the obligation of 110,000fr., not being presented, it is to be presumed that it does not exist, and that this obligation not being based upon any other consideration, John Codman is destitute of any legal claim;—considering that the non-existence of the account mentioned in the power, attaches the authority of evidence to the signs of deceit and fraud which already bore upon that obligation; signs which had induced the order for the production of the account, and that it results;—1st, from this, that the power of attorney, under private signature, given by John Codman to Devaux, for the acceptance of an obligation for the whole or a part of the sum, in which Richard Codman had been stated to be debtor to John, according to the account settled, does not announce the sum, which Richard Codman owed;—that this sum being indefinite, it was impossible to deduct from it that of 110,000 fr., to become the subject of a notarial obligation;—2dly, that this obligation does not import that the sum of 110,000 fr., acknowledged to be due, is the total or partial balance of the account indicated in the power of attorney, but, on the contrary, imports that it is for a loan previously made to Richard Codman, to be employed in his business;—3dly, from this, that supposing John Codman had really been the creditor of Richard, in consequence of the account settled between them, before the 17th of January, 1801, in such a sum that it was possible to deduct from it the sum of 110,000 fr., without acquitting Richard Codman entirely of the debt, it ought, at least, to have been stated in the obligation, that Richard was acquitted to that extent of the balance of his account;—and from this, that the obligation importing for

* The implication here seems pretty strong that the *partnership* never subsisted out of America—which was the fact. The business which Richard Codman really transacted in France (very different from that which he was sent to transact) though not properly *banking* was chiefly his own *private* business, and not the business of his *partnership* which subsisted in *America*.

a consideration, a loan previously made, by John to Richard, the latter would not have ceased to be indebted in the sum, which he was stated to owe in the account settled;—4thly, from this, that Richard, in assigning to his brother, on the 6th of February the sum of 151,180 fr. 3c. of a debt secured by mortgage, says that it was to acquit him of sums due to his brother according to an account current, which excluded the idea of an account settled a short time before;—5thly, from this, that in the letter of the 15th February, Richard Codman in offering to Vans in payment of what he owed him, the domain of Dreux and that of the Thuillerie, represents the domain of Dreux as entirely unencumbered, and that of Thuillerie as encumbered only with a mortgage for 33,000 fr., while the mortgages to secure the obligation of 110,000 fr. were existing upon both of them, which induces still further the belief that this obligation was not serious;—considering finally that John and Richard Codman are brothers, that they have been presented as copartners, which has not been denied by the counsel of John Codman; and that this double relation, joined to the signs aforesaid, authorizes the legal presumption of compliance to become accessory to an act of fraud;—the court says that the said obligation of 110,000 fr., shall be stricken from the list, as deceitful, and made without cause, to defraud the legitimate creditors of RICHARD CODMAN, and that the said mortgage taken by John Codman upon the domain of Thuillerie, shall be erased; declares the present judgment common to Richard Codman, the party seized and making default, and adjudges John Codman to pay the costs.”*

[THIRD EXTRACT.]

Page 17. “The Court of Appeals tried the case at Paris, Aug. 7, 1804. After a full hearing of the evidence, &c. the Court gave judgment in the following words:—

“Upon the appeal of John Codman from the judgment of the Court of Meaux of the 22d June, 1803, the court adopting the reasons of the first judges, order that that from which the appeal is taken, do proceed to its full effect, and be executed according to its form and tenor—condemns John Codman to the common fine of sixty francs—declares the present judgment common to Richard Codman, and adjudges John Codman to pay all the costs of the appeal and of the principal causes to all the parties.”†

* On comparing this translation with that published in the preceding pages (No. 343,) it will be seen that all the differences are about as material as that between “lasted until” and “had subsisted until.”

† Mr. Child introduces this by saying “the Court gave judgment in the following words,” intending of course that this should be regarded as a full and literal translation. On comparing it with the translation by Mr. De Georges (No. 343,) it will be seen that either Mr. Child omits, or Mr. De Georges inserts, very strangely. Mr. Child says, for example, that “the Court declares the present judgment common to Richard Codman,” and omits to add the words “Rayjil, Dumont and Madame Gouvain, the divorced wife of William Vans” which appear in our translation. The corresponding words in French appeared also in the original when produced before the Committee of 1835. Did Mr. Child then by this omission mean to have it inferred that the judgment against John Codman’s appeal was declared common to Richard

Sundry Documents respecting the Bankruptcy of Richard Codman, and the discharge of his debts under the Bankrupt Laws of the United States.*

No. 346.

John Leach's Affidavit to his act of Trading.

Office of the Commissioners of Bankruptcy, No. 1, }
Scollay's Buildings, Tremont-street, Boston. }

At a meeting of the Commissioners under a commission of bankruptcy issued against Richard Codman, of Boston, in the District of Massachusetts, Merchant, on the eighteenth day of June, in the year of our Lord one thousand eight hundred and three, John Leach of said Boston, Merchant, being sworn and examined the day and year, and at the place above mentioned, before the Commissioners named and authorised in and by a Commission of Bankruptcy awarded and issued, and now in prosecution against said Codman upon oath saith, that he hath known the said Codman for the space of several years last past, that *since the first day of June in the year of our Lord eighteen hundred the said Codman has followed the business of a merchant in France,† and this deponent has also settled an account of merchandize with said Richard to a large amount, within a few months past in said Boston.*

JOHN LEACH.

Sworn to before THOMAS DAWES, jr. }
JOSEPH BLAKE, } Commissioners.
EDWARD JONES, }

The foregoing is a true copy of a paper on file among the files of Bankrupt papers in the Office of the Clerk of the U. S. District Court, Massachusetts District.

Attest, FRANCIS BASSETT, Clerk.

Codman alone? If he did he meant to have that inferred which is *false*. Did he mean to have it inferred that the judgment was common to Richard *because* John and Richard were *partners*—and so to build up his position that the French Court adjudged them *as partners*? If he did he meant to have that inferred which is both *false* and *material*. The judgment is declared to be common to “Richard Codman, Rayjil, Dumont, and Madame Gouvain, divorced wife of William Vans”—showing that the fact of partnership or other connection between the parties had nothing to do with it, for surely the French Court did not find *all* these persons to be partners of John Codman, and joint debtors to Vans. For the true meaning of the phrase see the note on this passage in our condensed statement of the contents of the record. No. 344.

* Mr. Child represents the whole affair of Richard Codman's bankruptcy as a mere *sham* got up by John Codman's family, for the purpose of defrauding Mr. Vans and others, and that none but members of the Codman family took part in the proceedings. See his Review of a Report, &c. p. 47.

† As the partnership of J. & R. Codman was publicly dissolved in May '98, R. C. in June 1800, (which was *before* the date of the notes produced by Vans,) must have been trading even as a *merchant* (to say nothing of stock speculations,) *on his own account*. See also Roseph Russell's Affidavit, No. 99. It was in the latter part of this year [1800] that he became notoriously insolvent. See the Paris correspondence, and especially the settlement by compromise with his banker, No. 291.

No. 347.

Warrant for the Seizure of Richard Codman's personal effects and return therein.

DISTRICT OF MASSACHUSETTS.

To Samuel Bradford of Boston, in said District, Esquire,

GREETING.

Whereas, a Commission under the hand and seal of the Honorable John Davis, Judge of the District Court for the District aforesaid, bearing date the sixteenth day of June, in the year of our Lord one thousand eight hundred and three, grounded upon An Act of the United States, made and passed the fourth day of April, in the year of our Lord one thousand eight hundred, and now in force, concerning Bankrupts, hath been awarded and issued against Richard Codman of Boston, merchant, directed to us the undersigned; and we having begun to put said Commission in execution, upon due examination of witnesses, and other good proof, upon oath before us taken, have found that the said Richard did, since the first day of June, in the year of our Lord one thousand eight hundred, carry on and exercise the trade of a merchant, and have also found that the said Richard became indebted unto Thomas Amory of said Boston, merchant, in the sum of one thousand dollars and upwards: And we have also found upon good proof upon oath, that the said Richard did, before the date and suing forth of the said Commission, become bankrupt, within the true intent and meaning of the said Act; and we have adjudged and declared him bankrupt accordingly: These are therefore by virtue of the said Commission, and the Act therein mentioned, to will and require, authorize and empower you, to whom this warrant is directed, forthwith to break open, in the day time, enter into, and open the houses, chambers, shops, warehouses, doors, trunks or chests of the said Richard Codman, where any of his goods or estate, deeds, books of account and writings shall be, and there take possession of the goods, money and other estate, deeds, books of account or writings of him the said Richard Codman and such things as you shall so seize, you shall cause to be inventoried and appraised to the best value; and the same you shall return to us with all convenient speed. And what you shall so seize, you shall safely detain and keep in your possession, until we shall give other order therein.

Given under our hands and seals, the twentieth day of June in the year of our Lord one thousand eight hundred and three.

THOMAS DAWES, jr.

JOSEPH BLAKE,

EDWARD JONES.

[SEAL.]

[SEAL.]

[SEAL.]

MASS. DIS. SS. BOSTON, AUGUST 1st, 1803.

In obedience to this Warrant I have seized and taken into custody sundry articles as the property of Richard Codman within named, and I caused Mr. S. W. Horsey to appraise the same

according to his best skill and judgment, a schedule of which is hereunto annexed, **SAMUEL BRADFORD**, Messenger.

List of articles returned to Col. Bradford as the property of Richard Codman in the house of the late John Codman.

A	mahogany dressing case,	-	-	\$14 00
A	do.	portable writing desk,	-	5 00
A	do.	book case and drawers,	-	12 00

\$31 00

Appraised under instructions of Samuel Bradford, Messenger to the Board Commissioners, by **SAMUEL W. HORSEY**.

Boston, August 15, 1803.

Received of S. Bradford, Esq. the above articles.

SAMUEL D. PARKER,
Assignee of R. Codman.

The foregoing is a true copy of papers on file among the Bankrupt papers in the Office of the District Clerk of U. S. Massachusetts District.

Attest,

FRANCIS BASSETT, Clerk.

No. 348.

Richard Codman's final surrender to the Commissioners of Bankruptcy.

At the Office of the Commissioners of Bankruptcy, No. 1, }
Scollay's Buildings, Tremont Street, Boston. }

At a meeting of the Commissioners under a Commission of Bankruptcy against Richard Codman of Boston, in the District of Massachusetts, Merchant, on the second day of August, in the year of our Lord one thousand eight hundred and three. The said Richard Codman the person against whom a Commission of Bankruptcy hath been awarded and issued, and now in prosecution, having come before us the Commissioners, in and by said Commission named, appointed, and authorized, in order to make a full disclosure and discovery of his estate and effects, *pursuant to notice given in the Independent Chronicle and Columbian Centinel for that purpose*, and being sworn and examined the day and year, and at the place aforesaid, *upon his oath declares* that the several goods and things seized by and under the said Commission, and the goods and effects delivered up by this examinant to Samuel D. Parker under the said Commission, *together with the schedule hereto annexed* do contain and are a full and true disclosure and discovery of all this examinant's estate and effects, both real and personal, whereby this examinant has or may have, or expect any profit, possibility of profit, benefit, or advantages whatsoever, except such sums of money as have been laid out in the ordinary expense of himself. And this examinant further saith, that at the time of his examination he delivered up to the said Commissioners, or unto the assignee chosen under the said Commission, all such parts of his goods, wares, merchandises, money, estate and effects, *and all books, papers, and writings relating*

thereto, as are now in his custody, possession or power, (his necessary wearing apparel, and necessary beds and bedding only excepted.) And this examinant saith that *he has not removed, concealed, or embezzled any part of his estate, nor any books of account, papers, or writings relating thereto.** **RICHARD CODMAN.**

Sworn to before
 THOMAS DAWES, JR.
 JOSEPH BLAKE,
 EDWARD JONES, } Commissioners.

Schedule of Richard Codman's property and effects not previously surrendered.

DEBTS,

Livres Tournois. Dollars.

1. Due from Benjamin Tupper on protested bills of exchange drawn by him on Bromfield & Houghton at Paris for 77,900, principal sum exclusive of interest since the protest. The above bills were left with Pierre Benoit Babut of Paris as collateral security of what may be due to him on account.	77,900
2. Due from John Houghton (a bankrupt) or his estate late of Boston, as per his honorary assurance in writing making principal and interest, about - - - - -	35,000
3. Due from Nathaniel Cutting† of Paris, principal and interest by his note left as collateral security with the above said Babut, about - - - - -	14,000
4. Due from William Deblois late of Boston, now in France, principal exclusive of interest by his note of hand, - - - - -	7,000
5. Due from Dhauteret late of Paris, now of St. Domingo, by protested bills of exchange under his endorsement left with Babut as above, - - - - -	11,000
6. Due from Putnam & Callender‡ by account left with Babut of Paris, - - - - -	12,000
7. Due from Robert Morris or his estate on acceptance of W. Morris' bill, exclusive of interest as will appear, - - - - -	\$1,100
8. A claim proved against the estate of John Leach a bankrupt, amount - - - - -	1,000

Amount carried forward,

* It follows from this declaration upon oath, and under the penalties of the Bankrupt Law, that the Books which Mr. Child complains of our not producing, namely the *regular account books* which Mr. Vans says Richard Codman kept in France, must have been either left in France, or that they were delivered to his assignee, (See No. 352), or that there were no such books. See No. 251 and also No. 213.

† This is one of Mr. Vans' witnesses. See No. 385.

‡ Mr. Callender is a witness on whom Mr. Vans relies. See No. 375.

Livres. Dollars.

Brought over,

9. Due a bill drawn by the Government of the Isle of France on the French Government in Paris, (paper money,) left with Wm. Vans to be accounted for, } 1,000,000*

10. Due on a ditto, drawn above for the same sum and left in the hands of Thomas Melville, jr. at Paris, as collateral security for his demands against me amounting to 6,000 or thereabouts—(paper money) - 1,000,000†

11. Due from James Augustus Rose by 5 notes of hand left as above in the hands of said Melville,‡ } 6,000

Effects.

Six casks of books in the hands of Messrs. Colls & Carmichael & Co. of Havre, worth about 5,000 livres, made over to Melville by an order in his favor as security for his demand as mentioned above, } 5,000

Eight or ten casks of files lodged with Messrs. Homberg & Co. of Havre, as their security for demands against me as may appear by account.

A note of Mr. Guillard at Paris, for 9,000 livres or thereabouts left with said Babut as security as above, - - - - - 9,000

A claim upon Robert and John Lysle of New York, bankrupts, founded on 2 protested bills of exchange to the amount of 22,000 with interest after protest, - - - - - 22,000

Due from Thomas Waters Griffith of Baltimore about 1,500 money lent with interest during 6 years, say - - - - - 1,500

N. B. The Livres Tournois is worth at the rate 5. 8 the dollar. (Twenty Sous make a livre.)

Effects surrendered to the Marshal.

A dressing case, (Mahogany.)

A writing desk, (Mahogany.)

A book case and drawers, (Mahogany,) for which he will account.

N. B. Richard Codman formerly had an estate in France near Tours called Cremille which he some years ago convey-

* We know nothing about the value of this bill, or what became of it. See some correspondence on the subject, Nos. 258, 259, and 260, and the account rendered by R. C., No. 232. Mr. Vans produced, by way of answer, a receipt of Richard Codman's for a bill of the same amount—but it was dated 27th Dec. 1800. R. C.'s letter (No. 258) calling for an account of this bill is dated 21st Feb. 1801.

† This may have been the other bill which Vans once had and returned, and for which the receipt was given.

‡ This Mr. Melville is another witness relied upon by Vans, See No. 384.

ed to his brother John Codman, deceased. Also an estate about 50 miles from Paris called the estate of Dreux,* and another at Dammartint about 20 miles from Paris which were also conveyed to said John Codman as will more fully appear by the register in France. All conveyed for a *bona fide* consideration.

But said Richard Codman understands that William Vans, for the benefit of himself, and as the law may prescribe, is attempting to defeat said conveyance by the laws of France.

Also, an estate at Firmancourt about 50 miles from Paris held by James Lacaze in trust, which is also in the law under claims of Vans and others.†

The foregoing papers are a true copy of papers on file among the bankrupt papers in the office of the District Clerk of the U. S. for the Massachusetts District.

Attest,

FRANCIS BASSETT, Clerk.

No. 349.

Instructions to the Assignee from sundry creditors.

Boston, January 9th, 1804.

We the undersigned creditors of Richard Codman do hereby authorise and instruct Samuel D. Parker, the assignee of his estate and effects, to take such measures, as, with the advice of Mr. Codman, he shall think proper and necessary to recover and remove to this country all property belonging to said Codman, which now is in France or elsewhere; the said assignee however is *not authorised* to take such measures as shall make it necessary for the undersigned to *advance any money beyond what he shall actually recover and receive*,§ without the further authority and instructions of the undersigned first had for that purpose.

WM. S. SKINNER, per pro.
JOHN SKINNER & SONS,
BENJAMIN HITCHBORN,
By his Att'y,

JOHN ANDREWS.

JOHN ANDREWS,
JOHN & THOMAS AMORY.

A true copy of original, on file in Massachusetts District Clerk's Office. Attest, FRANCIS BASSETT, Clerk.

* Also called Rouvray.

† Also called La Thuillerie.

‡ All the documents and correspondence in the case lead us to infer that this was a perfectly fair and full disclosure.

§ As from the description of the property it is apparent that none of it was recoverable without hazard and expense, this instruction was equivalent to a prohibition against any suits on the part of the assignee except at his own risk.

No. 350.

The Assignee's Account with the Estate of Richard Codman.

Dr.		The Estate of Richard Codman in account with S. D. Parker, Assignee.		Cr.
1803.				
July 20	To advertising the appointment of Assignee	\$ 2-00	By articles appraised by the Marshal	\$ 31-00
Aug. 3	To cash paid E. Gray, Secretary to Commissioners..	* 200-00		
1804.				
Jan. 28	To advertising dividend	2-00	March 8 By balance charged to the estate in new account	983-10
Mar. 8	Balance of Commissioners' bill, paid this day	89-10		
		993-10		993-10

Boston, March 8th, 1804. Errors Excepted.

SAMUEL D. PARKER, Assignee.

Sworn to before THOMAS DAWES, Jun. Commissioner.

The above is a true copy of a paper from the files of bankrupt papers in the Office of the District Clerk of the United States, Massachusetts District.
Attest, FRANCIS BASSETT, Clerk.

* This sum was advanced by the Executor of John Codman, to defray the necessary expenses of the Commissioner. Richard Codman had not property sufficient even for that purpose. His estate, like that of many others who took the benefit of the Bankrupt Act at that time, was literally nothing, except a parcel of doubtful claims, which the creditors did not choose to incur the expense of prosecuting.

No. 351.

Richard Codman's Certificate of Discharge.

To the Honorable John Davis, Esquire, Judge of the District Court for the United States for the District of Massachusetts.

We, the Commissioners named in a commission of bankruptcy issued against Richard Codman of Boston, in said District, Merchant, by the Judge of the District Court of the United States for the District aforesaid, bearing date the 16th day of June, 1803, do certify, that we, having begun to put the said commission into execution, did find that the said Richard Codman since the 1st of June, 1800, and before the date of said commission, viz: on the 15th of June aforesaid—became bankrupt within the true intent and meaning of the act made and now in force, entitled “An Act to establish an uniform system of bankruptcy throughout the United States,” and did thereupon declare and adjudge him bankrupt accordingly. *And did also thereupon cause due and sufficient public notice thereof to be given*; and did appoint a convenient time and place for the creditors of the said bankrupt to meet and choose an assignee or assignees of his estate and effects, and did likewise cause notice thereof in writing to be given to the said bankrupt by causing the same to be served on him by leaving a true and attested copy of the said notice by Samuel Bradford, Messenger, on the 21st day of June aforesaid, *and did also cause due and sufficient notice to be given in the Independent Chronicle and Columbian Centinel of the times and places when and where three meetings would be held by us the said Commissioners*, at which the said bankrupt was required to surrender himself to us the said Commissioners, and submit to be examined as the law requires, the last of which three meetings was to be held on the forty-second day from the date of the said notice. And we further certify that the said meetings were held accordingly, and that the said bankrupt did in due manner surrender himself to us the said Commissioners, or a major part of us, and submit to be examined from time to time, on oath, by and before us the said Commissioners; and that the said bankrupt has been thereupon duly and regularly examined, *and has made a full discovery of his estate and effects*, and in all things conformed himself to the directions of the act of Congress in that case made and provided;—*and that there does not appear to us any reason to doubt the truth of such discovery, or that the same is not a full discovery of the said bankrupt's estate and effects.*

In witness whereof we have hereunto subscribed our names at Boston on the 3d day of August, A. D. 1803.

THOMAS DAWES, jr.,
JOSEPH BLAKE,
EDWARD JONES, } *Commissioners.*

We the creditors of the above named Richard Codman, whose names, are hereunto subscribed, do hereby testify and declare *our consent*, that the said Richard Codman may have such allow-

ance and benefit as are given to bankrupts by the act aforementioned, *and be allowed a certificate of discharge from his debts, according to said act.*

THOMAS AMORY,*
JOSEPH CHANDLER,
BENJAMIN HICHBORN,
JOHN SKINNER, jr.,
JOHN SKINNER & SONS,
JOHN ANDREWS, jr.

We the Commissioners aforesaid, do certify that the creditors of the said bankrupt, whose names are subscribed to the preceding certificate, constitute *two-thirds in number and value*, of the creditors of the said bankrupt, who are creditors for not less than fifty dollars respectively, and who have duly proved their debts under the said Commission; and that we have before signing this certificate, had proof by the affidavit of James Dalton and Samuel D. Parker in writing, of the said creditors respectively, or persons duly authorized by them for that purpose, having signed the certificate of allowance and discharge abovementioned. In witness whereof we have hereunto subscribed our names, in the District of Massachusetts, on the 14th day of November, A. D. 1803.

THOMAS DAWES, jr.,
JOSEPH BLAKE,
EDWARD JONES, } *Commissioners.*

United States, Massachusetts District.

Boston, 10th Dec. 1803.

Whereas, *due notice having been given, and none of the creditors of the within named Richard Codman, having shown any cause to the contrary, I do allow and confirm this certificate.*†

JOHN DAVIS,

Judge of the District Court of Massachusetts District.

Massachusetts District, Boston, December 12, 1803—Recorded book 2d, pages 226, 227, and examined by N. GOODALE,
Clerk of said Court.

NO. 252.

Copy of the Deposition of Samuel D. Parker, Esq., taken before Ninian C. Betton, Esq., at the request of Wm. Vans, to be used before the Legislative Committee of 1835.

I, Samuel D. Parker, of the city of Boston, in the County of Suffolk and Commonwealth of Massachusetts, of lawful age, depose and say, that I was assignee of Richard Codman, at the time he took the benefit of the Bankrupt Law of the U. S., that I cannot now state what property said Codman surrendered,

* Thomas Amory was the only one we believe of this list of creditors who had any connection with the Codman family. John Codman's debt was not proved under the Commission, because his Executor saw that nothing could be got from Richard's effects.

† By the operation of the Bankrupt Law this was a complete discharge to Richard Codman from all debts which he then owed, including his debt to Vans, and his debt to John Codman.

from memory, but a schedule of the same will be found on file in the District Clerk's Office for the District of Massachusetts, which I have not seen for many years—*That I do not recollect of having the Books of Richard Codman in my possession; or any papers relating to his business in France.* My recollection is, that there was not property sufficient, that came into my hands, to pay the expenses of the proceedings, as to the evidence of claims or debts, I do not recollect distinctly, and must refer to the papers in said case on file—and further saith not, being no further interrogated.

(Signed)

SAMUEL D. PARKER.

No. 353.

Stephen Codman's Affidavit respecting the Books of Richard Codman.

I, Stephen Codman, administrator of the estate of Richard Codman, formerly of Boston, Merchant, deceased, on oath depose and say, that *the only books of account of the said Richard Codman which ever came to my hands were three in number, and the same have been sent by me to W. H. Gardiner, Esq. to be exhibited to the Committee of the House of Representatives, to whom the Petition of Wm. Vans has been referred, and that I know not of any other books of account of the said Richard Codman in existence.* All the account books of John & Richard Codman, to the best of my knowledge and belief, have also been sent by me to said Gardiner.

STEPHEN CODMAN.

Suffolk ss. February 23d, 1835.

Sworn to before me, WM. J. HUBBARD,

Justice of the Peace.

No. 354.

W. H. Gardiner's Affidavit respecting the same.

I, William H. Gardiner, of the City of Boston, Counsellor at Law, on oath depose and say, that all the Books of Account formerly of Richard Codman which I received from Stephen Codman, Esq. were *produced and exhibited* by me for examination before a Committee of the House of Representatives of the year 1835, on the subject of William Vans' Petition, in the presence of the said William Vans and of his counsel.*

W. H. GARDINER.

Suffolk ss. Boston, Dec. 24, 1836.

Sworn to before me, J. L. ENGLISH,

Justice of the Peace.

* There is no evidence except the *assertions* of Wm. Vans, that R. C. ever kept any other books than these, which are rather memorandum books than regular account books. He never considered himself as permanently *established* in France. His *mercantile* transactions were made through the *Homberts* of Havre, and other established houses; his *financial* operations were through *Recamier*, his banker, in Paris; and he relied upon these for *accounts*. In respect to his *private speculations* in stocks and real estate, he probably relied upon his certificates and deeds.

Documents relating to the claim of John Skinner & Sons
on the Estate of Richard Codman.*

No. 355.

John Skinner, Junior's, Affidavit of Debt before the Commissioners of Bankruptcy.

Office of the Commissioners of Bankruptcy, }
No. 1, Scollay's Buildings, Tremont Street, in Boston. }

At a meeting of the Commissioners under a commission of bankruptcy issued against Richard Codman of Boston, in the District of Massachusetts, merchant, on the second day of August, in the Year of our Lord one thousand eight hundred and three, John Skinner, Jr. of said Boston, merchant, one of the firm of John Skinner & Sons, being sworn and examined the day and year, and at the place above mentioned, upon his oath saith, that *Richard Codman* the person against whom the Commission of Bankruptcy is awarded and issued forth, was, at and before the date and suing forth of the said Commission, and still is, justly and truly indebted unto this deponent and his said Copartners, in the sum of seven thousand nine hundred and thirty-nine dollars ⁰⁰/₁₀₀ for the acceptances of the said *Richard* of three sets of exchange drawn by *Richard Skinner*, one of the said firm, upon the said *Codman*, in pursuance of a contract for that purpose, for a valuable consideration passing from said *Richard Skinner* to the said *Codman*, for account of the said firm, and which bills were protested for non-payment—a schedule of which is hereto annexed—for which sum of \$7,939.82, or any part thereof, he this deponent hath not, nor hath any other person, to his knowledge or belief, received any security or satisfaction whatsoever—saving the bills aforesaid.

Sworn to before

JOHN SKINNER, Jr.

THOMAS DAWES, Jr. }
JOS. BLAKE, } Commissioners.
EDWARD JONES, }

SCHEDULE ABOVE REFERRED TO.

Drs. Messrs. Jno. & R'd. Codman† to John Skinner & Sons.
To a bill of Exchange drawn by one *Richard Skinner* on *Richard Codman* in Rotterdam, dated Paris, 24 Pluviose, An. 9,

* Mr. Child presents this as a case parallel to that of Wm. Vans; being as he states, a claim against *John & Richard Codman* growing out of a purchase of French Stocks. He adds that notwithstanding R. C.'s discharge under the Bankrupt Law, the debt was paid by Stephen Codman, the Executor of John, and Administrator of Richard;—hence he argues, either it was paid out of John Codman's estate, thereby admitting his partnership liability in a transaction similar to that with Vans, or else *Richard Codman* concealed property and committed a fraudulent bankruptcy.

† Mr. Child's whole argument is based upon this—the account referred to in the affidavit was drawn off as against *John & Richard Codman*—whence he infers that the partnership must have existed Feb. 13, 1801, when the bills were drawn. It will presently be seen that this heading of the account must

(13th February 1801) at 2 years date, and accepted by said
Richard Codman.

6000 florins		
5000 do	one set	ditto
4613 do	one set	ditto

15613 florins a 40 cts.	\$6245, 20
-------------------------	------------

Damages as customary where the Bills were payable 25	1561, 30
Interest from Feb'y 13, 1801 till 16 } June, or the date of the Commission, }	128, 36
Expences of protest 12, 6 is	4, 96
	<hr/> \$7939, 82

A true copy of the original as on file in the Massachusetts Dis-
trict Clerk's Office. Attest,

FRANCIS BASSETT, *Clerk.*

have originated in the mistake of some clerk. Indeed if it were a claim against
John Codman, why should Skinner have proved his debt at all under this Com-
mission of Bankruptcy, when John Codman's estate was ample to pay it?

No. 356.

[ORIGINAL.]

Dr.		Mr. Richard Codman,* of Boston, with Richard Skinner.		Cr.	
1800.					
Sept. 9	To amount lent, 4,575 francs d'Rent of F. R. to be returned or paid for by agreement. d'Rent 4575 f.		9th year, By amount ten certificates back rentes, taken by agreement for specie, see contra.....	9927	
	Deduct 960 francs d'Rent paid for by back rentes per contra,	960	" " By cash of R. C.....	8000	
		3635	By R. S.'s dfta. for exchange, cr. fr. 6000		
			at two years' date, without interest, 5000		
			accepted by him, payable at T. T. 4613		
			Cramer's, Rotterdam, at exchg. 57.	15613	32869
9th year,	Valued, per agreement, at specie.....	9927			
24 Pluviose	To balance of Rentes above, f 3625 d'Rent, settled at Paris 24 Pluviose, 9th year, per agreement, at 52f.	37881			
	25 per cent., capital amounting to.....	3088			
	To two years' interest on the balance due R. S. say on 20,881 at 5 per cent. per annum.....				
		frances, 50796			
				frances, 50798	

Paris, 24 Pluviose, 9th year and 13th Feb. 1801. E. E.

RICHARD SKINNER.

* This is the original account, settled at Paris, in Feb. 1801, and is expressly stated by Richard Skinner, the party who made the loan, and who also wrote the account, against Richard Codman alone! Why so, if it was a transaction with John and Richard Codman? Richard Codman was at this very date notoriously insolvent; (see the Paris correspondence, and especially the settlement with his banker, No. 281,) and John Codman was notoriously wealthy, and was then in France, where he could have been made to pay. Yet Skinner states his account against the insolvent party only.

† By this it further appears, that Skinner settled his account by valuing 3625 fr. of annual rente, representing a nominal capital of 72,500 fr. at 524 per cent. and then taking for a balance of 32,869 francs, acceptances to the amount of 15,613 florins only, (less than the face of the debt,) payable in two years, and without interest. That is, like Recamier, he settled with Richard as an insolvent. And these acceptances, of which we have a notarial copy, (see No. 359) were acceptances of Richard Codman in his own separate name—and, after protest, the holders, instead of calling upon John Codman, or his estate, for payment, proceed to prove their debt against Richard Codman under a Commission of Bankruptcy. This case is only an additional proof, that those who dealt with Richard Codman in his own name, did not rely upon that as the name of a firm to which John Codman was a party.

No. 357.

[ORIGINAL.]

A new note given by Richard Codman, after his Bankruptcy and discharge, to John Skinner & Sons.

Boston, Dec. 17, 1803.*

Value received I promise to pay Messrs. John Skinner & Sons or order four thousand and eighty-eight $\frac{22}{100}$ dollars in four years with interest. Also the further sum of four thousand and eighty-eight dollars $\frac{22}{100}$ in six years from the date with interest.†

RICHARD CODMAN.‡

Test, SAMUEL DILLAWAY.

4,088 28

4,088 20

8,176 57

Received the within of Stephen Codman, *administrator*, Jan. 12, 1811.§

Per procuration of JOHN SKINNER & SONS,
WM. SUTTON SKINNER.

No. 358.

[ORIGINAL.]

Bond of Indemnity from Skinner & Sons to Stephen Codman.

Know all men by these presents that we William Sutton Skinner, now of Dorchester, and late of Boston, merchant, John Skinner, John Skinner, junior, and Richard Skinner, late of said Boston, merchants, doing business under the firm of John Skinner & Sons, are holden and stand firmly bound and obliged unto Stephen Codman of said Boston, merchant, administrator of the estate of Richard Codman, late of Boston, merchant, deceased, in the full and just sum of nine thousand four hundred and eighty dollars, to be paid to the said Stephen, his executors, administrators and assigns; to the which payment, well and truly to be

* The date of Richard Codman's discharge from his old debts, was Dec. 10, 1803. See No. 351.

† These two sums equal the amount of the account proved by Skinner & Sons under the Commission of Bankruptcy, with interest added up to the date of the note.

‡ By this act Richard Codman voluntarily *revived* the debt from which he had been discharged by his Bankruptcy. Why? Because it was originally a *compromise debt*, and a compromise for a *loss* which he felt bound in honor to pay. But being wholly without funds he required time, and therefore promised to pay the whole *with interest* in 4 and 6 years.

§ This is the next fact on which Mr. Child relies. It will be noted however that the payment is made by Stephen Codman as *administrator* of Richard Codman; not as *executor* of John Codman. It will presently be seen from what funds he was enabled to make that payment.

made, we bind ourselves, our heirs, executors and administrators firmly by these presents.

Witness our hands and seals; dated the eighth day of January, in the year of our Lord one thousand eight hundred and eleven.

The condition of this obligation is such, that whereas said John Skinner and Sons have presented against said Stephen as administrator aforesaid, a demand against said estate of Richard Codman, founded on a note of hand of which the following is a copy, to wit, Boston, December 17, 1805, Value received I promise to pay Messrs. John Skinner and Sons, or order, four thousand and eighty-eight dollars $\frac{50}{100}$ in four years with interest—also the further sum of four thousand and eighty-eight dollars and $\frac{25}{100}$ in six years from the date with interest.—Signed, Richard Codman, test, Sam'l Dillaway. And whereas said Skinner and Sons *have consented to receive* from said Stephen the sum of four thousand seven hundred and forty dollars *in full satisfaction and discharge for the note* of said Richard Codman as aforesaid,* and have agreed fully to indemnify and save harmless said Stephen against all claims and demands whatsoever which may be made against the estate of said Richard or said Stephen as administrator aforesaid, wheher existing previous or subsequent to the bankruptcy of said Richard.—Now therefore the condition is that if said obligors shall well and truly indemnify and save harmless the estate of said Richard, and him said Stephen as administrator, or his heirs and assigns against the claims and demands of all persons whatsoever, in consequence of the debts owing to them from said Richard, so that said Stephen may fully administer among the heirs at law of said Richard, whatever assets or estate of said Richard are now remaining in his hands, as if no claims and demands existed against the said estate of said Richard, then this obligation to be void, otherwise to remain in full force. Provided however that said indemnity shall not exceed the said sum of four thousand seven hundred and forty dollars and interest thereon,

	WM. SUTTON SKINNER,	(L. s.)
Signed, sealed and	JOHN SKINNER,	(L. s.)
delivered in pres-	JOHN SKINNER, Jr.	(L. s.)
ence of us,	RICHARD SKINNER.	(L. s.)
JOHN HAYWARD,	by his Attorney,	
JOHN SOMES.	WM. J. SKINNER.	

ANDREW RICHIE, Jr.	} Witnesses to
AMOS BABCOCK, Jr.	
	} Richard Skinner.

* By this it appears that the note was compromised with the administrator at 50 per cent. amounting to \$4740—which sum was accepted in full satisfaction and discharge of the debt.

No. 359.

[ORIGINAL.]

Notarial Copy of Richard Codman's Acceptances, with the original Protest.

[Minuted on a 4 Guilder's Stamp.]

[SEAL.]

Exchange for 6,000 cur. florins.

PARIS, 24 Pluviose, 9 year. }
13 February, 1801. }

At two years from this date, pay this, my first bill of Exchange, second of same tenor and date unpaid to Messrs. Rocquette Beeldemaker & Co. or order of Rotterdam, the sum of six thousand current florins of Holland, value in acct. with you, and charge the same to

Yr. Obt. Humb. Servt.

MR. RICHARD CODMAN,
of Boston U. S. A.
now in Paris.

(Signed,) RD. SKINNER.

Accepted, payable at the house of Thos. Theo. Cremer in Rotterdam:
(Signed,) RICHARD CODMAN.

Exchange for 5,000 cur. florins.

PARIS, 24 Pluviose, 9 year. }
(13 Feb. 1801.) }

At two years from this date, pay this my first and only bill of exchange to Messrs. Rocquette Beeldemaker & Co. of Rotterdam, or to their order, the sum of five thousand current florins of Holland, value in account, with you, and charge the same to

Yr. Obt. Humb. Servt.

(Signed,)

RD. SKINNER.

MR. RICHARD CODMAN, of Boston, now in Paris.

Accepted, payable at the house of Thos. Theo. Cremer in Rotterdam.
(Signed,) RICHARD CODMAN.

Exchange for 4613 cur. florins.

PARIS, 24 Pluviose, 9 year. }
(13 February, 1801.) }

At two years from this date, pay this my first and only bill of exchange to Messrs. Rocquette Beeldemaker & Co. of Rotterdam, or to their order the sum of four thousand six hundred and thirteen current florins of Holland, value in account with you, and charge the same to

Yr. Obt. Servt.

(Signed,)

RD. SKINNER.

MR. RICHARD CODMAN, of Boston,
U. S. A., now in Paris.

Accepted, payable at the house of Thos. Theo. Cremer of Rotterdam.
(Signed,) RICHARD CODMAN.

On this 19th day of February, 1803, I, Hermannus Adrianus Schader, Doctor of Laws and Notary Publick, sworn and admitted, residing in the City of Rotterdam, at the request of Messrs. Rocquette Beeldemaker & Co. of this city, merchants, exhibited the original above copied Bills of Exchange to Mr. Thomas Theodore Cremer, also of this city, merchant, to whom the same are directed for payment: He answered, "I never had any advice nor effects from Richard Codman for the said bills." Wherefore, I the said Notary, at the request as aforesaid, have protested, as I do by these presents protest for exchange, re-exchange, and all costs, damages and interests suffered and to be suffered for want of payment of said bills.

Thus done and protested at Rotterdam aforesaid, in the presence of Jan Pieter Hartsenek and Josua Van Beestingh, witnesses. The minutes hereof is duly signed.

Quod Attestor.

H. A. SCHADER,
Not. Pub. & Doct. Laws.

(1803)

[SEAL.]

Documents produced by the Administrator of Richard Codman's estate, respecting the fund out of which Skinner & Sons were paid.

No. 360.

[ORIGINAL.]

Receipt of J. & T. H. Perkins & James Lloyd, Jr.

Dollars 2,500.

BOSTON, May 10, 1804.

Received of Richard Codman, Esq., two thousand five hundred dollars in full for his subscription for an adventure to South America in the ship Cordelia, James Stuart, Master, and the said Codman supercargo,* viz.

\$1,000. One thousand dollars in cash.

1,500. Fifteen hundred dollars by his order on Stephen Codman, Esq., payable on 12th August next.†

\$2,500.

The subscription having originally been made for five thousand dollars, but now reduced by the said Codman to the sum of twenty-five hundred dollars.‡

JAMES & T. H. PERKINS,
JAMES LLOYD, Jr.

* Hence it appears that Richard Codman, being cleared from the embarrassments of his old debts by taking the benefit of the Bankrupt Act, began the world anew in 1804, as a *supercargo*, on a voyage to South America under the direction of Messrs. Perkins & Lloyd, and that his friends put \$2,500 for him into the adventure—that being a condition of his employment.

† By this it appears that \$1,500 out of the \$2,500 was furnished by an order on Stephen Codman. The remaining \$1,000, paid in cash, was in fact also furnished by his friends through Stephen, the whole being treated as a loan to Richard for the purpose of enabling him to get the business. See No. 361.

‡ He was unable, even through his friends, to raise more than \$2,500, instead of \$5000, which he at first hoped to raise.

No. 361.

[ORIGINAL.]

Richard Codman's note to Stephen Codman for advances.

BOSTON, May 10, 1804.

For value received, I promise to pay Mr. Stephen Codman or order, three thousand seven hundred and thirty-four dollars on demand with interest until paid.*

\$3734.

RICH'D CODMAN.

No. 362.

[ORIGINAL.]

The Receipt of Messrs. Perkins & Lloyd, showing that the order on Stephen Codman for \$1500 was paid by him.

BOSTON, May 9th, 1804.

Stephen Codman, Esq.

Be pleased to pay Messrs. James & Thomas H. Perkins and James Lloyd, Jr. on the 12th of August next ensuing, Fifteen hundred dollars for value received, and charge the same to

Your obedient servant,

RICH'D CODMAN.

\$1500—payable on 12th Aug. 1804.

Accepted, STEPHEN CODMAN.

Received payment,

JAMES & T. H. PERKINS,

JAMES LLOYD, JR.

* The consideration of this note as stated by the administrator, was the \$1000 paid and the \$1500 engaged for to Messrs. Perkins & Lloyd, and sundry small bills paid for the current expenses of Richard after his return from France, and for the outfits of his voyage, amounting altogether to \$1234, advanced by his friends through Stephen Codman, which added to the \$2500 make the amount of the note—the whole being put on the footing of a loan from Stephen to Richard.

No. 363.

[ORIGINAL.]

The Account of Messrs. Perkins & Lloyd, respecting the
South American Voyage.

Account Sales of Ship Cordelia and Cargo.

Dr.

Cr.

		\$	\$
1805.			
Dec. 19	Proceeds of cargo sold on 4 months' credit, per S. Bradford's account		269,877-00
19	Proceeds of ship sold on 4 months' credit, per S. Bradford's account	27,000-00	
1806.			
Mar. 22	John Prince, jun. for two sets of drawers belonging to the ship	15-00	
26	Samuel Bradford, for an anchor	128-18	
			27,143-18
			297,020-18
	<i>Charges.</i>		
	Government duties on the cargo, 23,032-82		
	Return on acc't of damage, 362-93		
	Balance due from R. Cod- man on account of L. A. Rico of Guayaquil, 33-37		
	Debentures received for said Rico's cocoa, shipped to Europe per Argo, Warner, 735-04		
		1,131-34	21,903-48
	Cost of hogsheads, bags and making, truck- age, wharfage, storage, labor hire, adver- tising and auction charges, &c	4,316-84	
	Freight and primage of 68 hds. of cocoa, shipped to Europe for account of L. A. Rico of Guayaquil, per ship Argo, Warner, (N. B. This amount of \$476-06 is to be re- funded in case the freight should not be earned by the ship.)	476-06	
	Don Juan Stoughton's profits on \$1,000, per agreement, 511-09		
	Deduct 22 mos. interest on \$1,000, 110-00		
		401-09	
	Richard Codman's commission per agree- ment, 4 per cent. on \$236,433-70	* 9,457-34	
	James Stuart's commission per agreement, 1 per cent. on \$236,433-70	2,364-33	
		89,919-14	
	Portage bill, disbursements, and expenses on vessel	10,568-60	
	J. & T. H. Perkins' and J. Lloyd, jr.'s com- mission of 2½ per cent. on \$297,020-18...	7,425-50	
	Net proceeds passed proportionally to the credit of the respective adventures in the ratio of 151 ⁸¹¹⁴⁸ / _{100,000} per cent.†	240,106-94	
			297,020-18

JAMES & T. H. PERKINS,
JAMES LLOYD, Jr.

Boston, April 5, 1806. Errors Excepted.

* From this document it appears, that the accounts of Richard Codman's voyage were wound up on the 5th of April, 1806, and that his commissions upon the business amounted to \$9,457-34.

† By this proportion it appears, that Richard Codman was entitled for the \$2,500 put in by him, to receive \$3,795-29 proceeds.

No. 364.

[ORIGINAL.]

A note of Richard Codman's, endorsed by Stephen Codman, to Messrs. Perkins & Lloyd.

Boston, December 19th, 1805. For value received I promise to pay Stephen Codman, Esquire, or order, in one hundred thirty days from date and grace, Five thousand one hundred sixty-one dollars $\frac{17}{100}$ in Bills of any of the Banks of Massachusetts.

RICHARD CODMAN.

Endorsed, STEPHEN CODMAN.

Boston, March 8th, 1806. Received on account of this note \$469,98 by Debentures. J. LLOYD, Jr.

Settled in account with the estate of R. Codman this day April 24, 1806, with S. Codman, Administrator.

JAMES LLOYD, Jr. for himself, and
J. & T. H. PERKINS, Agents for the
concerned in the Cordelia.

[This document proves that Richard Codman had returned from South America in Dec. 1805. He died soon after. The receipt at the foot of the note shows that Messrs. Perkins & Lloyd settled their account with his *administrator*, who was entitled to receive the amount due from them to Richard Codman for his commissions, &c. deducting the note.]

Documents respecting a FRAUDULENT ALTERATION by
William Vans of the DATE of one of Richard Cod-
man's obligations.

No. 365.

*Richard Codman's Obligation for 8,415 francs of rente, as it originally was.**

[COPY.]

Visé—pour supplément de timbre
reçu soixante quatre francs cinquante
centimes, &c. †
Paris, le 8 Vendémiaire an 9, &c.

Je reconnais avoir reçu, à titre d'emprunt, du Citoyen William Vans, une Inscription tiers consolidé de la dette publique de France de la somme de huit mille quatre cent et quinze francs de rente annuelle, laquelle Inscription, qui était sur le nom de Madame Vans, a été transféré à une autre pour mon compte, et je m'engage à rendre au Citoyen Vans, ou à son ordre, la surdite Inscription de huit mille quatre cent quinze francs de rente annuelle dans un mois, avec les intérêts à compter de ce jour. À Paris, le 8 Vendémiaire de l'an 9.‡

8415 de rente.

RICHARD CODMAN.

Enregistré à Paris le 1 Germinal an 9§—reçu vingt six francs 93 c. et deux francs 70 c. de subvention d'après le cours de la bourse du 8 Vendémiaire 9.||

* For a translation of the body of the note, see No. 205. The lines in the margin represent the *certificate of payment for the stamp duty*, as written in the margin of the original. They may be translated—"Seen—for the additional Stamp duty received 64 francs 50c. &c. Paris. 8th Vendémiaire, year 9,"—after which in the original follows an official signature. Below the signature of Richard Codman, towards the bottom of the paper, is the *certificate of registration*, which may be translated—"Registered at Paris the 1st Germinal year 9. Received twenty-six francs 93c. and two francs 70c. additional according to the rate of the Exchange on the 8th Vendémiaire year 9," &c., with an official signature. The only thing material to the present inquiry in these certificates, is the dates.

† In the original this figure, indicating the year of the French Republic, in which the Stamp duty was paid, is wholly cut out. There is now only a hole in the paper.

‡ The figure 9 here indicates the year of the French Republic in which the note was dated. It would be difficult, if not impossible, to determine now from inspection of the paper merely, what this figure originally was—whether a 9 or a 7. Two different colored inks are distinctly visible. It has been somewhat blotted also, and scratched, so that the paper in one part of the figure is worn through. There is no question that the true date was the year 9. It is proved by the Paris correspondence, and by the French judgment, and is distinctly admitted by Mr. Child—"The original was year 9." See his Review of a Report, &c. p. 27.

§ Mr. Child asks why Vans, if he altered the date of the note, and cut out the date of the Stamp, did not also alter or destroy the dates in the Certificate of Registry? The answer is that the date of the Registry was immaterial—an obligation dated in the year 7 might well be registered in the year 9—just as a deed is often recorded long after its date.

|| This date is printed 9, because we suppose that to have been the date intended—but in the original the figure is not very legible, and might pass well enough either for a 9 or a 7.

No. 366.

[ORIGINAL.]

A Letter from William Vans to the late Rufus G. Amory, Esq. enclosing a copy of the obligation for 8,415 francs of rente, WITH THE DATE ALTERED from year 9 to year 7.

Copy.

100,000 Capital,
or 5,000 rente Provisoire.

For value received in silver money I promise to deliver to Mr. William Vans or to his order in three months from this date an inscription commonly called rente provisoire of the public debt of France of one hundred thousand francs capital or 5,000 rentes per annum. It being well understood that it is an inscription rente provisoire and not money let the price of said rent at the time of delivery be more or less. Paris 13 Vendemiaire, year 9, (say September, 1800,*)

(Signed)

RICHARD CODMAN.

Copy.

Second obligation.
8,415 rentes tier consolidé,
168,000 capital.

Borrowed and received of William Vans an inscription tiers consolidé of the public debt of France of the sum of eight thousand and four hundred and fifteen francs rente per annum, which inscription standing on the public books in the name of Madame Vans, and which has been transferred to another for my account, I promise to return to William Vans or to his order the same inscription of 8,415 rentes tier consolidé in one month from this date with the rentes then due. Paris, 8 Vendemiaire, 7th year,† or September, 1797.‡

(Signed)

RICHARD CODMAN.

BOSTON, 27th October, 1809.

Mr. R. Amory,

DEAR SIR,—Having found the original of the two obligations of J. & R. Codman, given me by R. Codman I now inclose you a copy of them, and it would give me great pleasure if the communication I have made to you would induce the heirs of the

* This obligation is correctly copied, and the French date is correctly rendered by the corresponding English date. In the original "year nine," is in words, whereas in the other obligation it was merely a figure 9.

† This date is false—7 being put for 9.—8 Vend. year 9 of the French Republic corresponds to our 29th Sept. 1800.—8 Vend. year 7 corresponds to 29 Sept. 1798. The latter date was very little after the time when the dissolution of J. & R. Codman could have been known in Paris.

‡ This is a false translation of the false date. It should be Sept. 1798. Sept. 1797 was long before the dissolution of J. & R. Codman. The French Republican year began with the 1st Vendemiaire, answering to our 22 September—so that some days of the same September fall in one year, and some in another year of the French Republican Calendar.

estates of Messrs. J. & R. Codman to come to an amicable settlement with me,* as I am disposed to make every sacrifice that prudence could dictate to obtain that object. As I intend to leave Boston the beginning of next week I would thank you to give me the decision of the heirs as soon as you conveniently can.

I am sir, your obedient servant,

WM. VANS.

I will wait on you at any time you may please appoint and make any further communication you may desire in my power as I have no secrets in this business.

No. 367.

[COPY.]

A copy made by Andrew Ritchie, Esq., (while he was in the office of the late Rufus G. Amory,) of a written statement handed to Mr. Amory by Wm. Vans, in the year 1809, and afterwards returned to said Vans.

The following are a statement of two accounts—one agreeable to the account of John & Richard Codman,† given to Mr. Vans by Richard Codman in the month of Pluviose, 9 year of the Republic (year 1800, January.) The other is an account stated agreeable to the judgment rendered in France in the year 1800, up to the year 1806, say November, 1806..

Mr. Vans lent to Messrs. John & Richard Codman at Paris, in September, 1797,‡ five per cent stock of the public funds of France, commonly called tier consolidated, amounting to 8415 rentes per annum, representing a capital of 168,000, which rente Richard Codman promised in writing to return me on demand with all the arrearages due and coming due from the time it was lent to him until he should return it to me; as this rente has never yet been returned to me, I will now fix the average value of it for five years last past, say at 80 the hundred, amounts to

127,000

The rents or interest paid by the French Government on the above capital annually of 8415 francs, was paid to Messrs. J. & R. Codman, or to their representative, from the 1st September, 1797‡ to 1st September 1809, is 12 years, amounts to

100,980

* This exhibits the motive of the misrepresentation to Mr. Amory, who was the counsel of the Executor and heirs of John Codman. See also No. 367.

† John and Richard Codman being at this time both dead, Mr. Vans falsely represents to the Executor and heirs, presuming on their ignorance of the transactions in France, that John & Richard Codman had rendered him an account in the year 1800, charging themselves with his property as borrowed for account of the house. See the accounts which were rendered by Richard Codman alone, and also by Wm. Vans against Richard Codman alone. Nos. 202, 233.

‡ Mr. Vans here states the loan as made to John & Richard Codman; and to give color to the statement fixes the date of the transaction in September, 1797, which was before the date of the dissolution, instead of December, 1798, or January, 1799, which was after the dissolution, and when the loan in fact took place. See Nos. 102, 181, 192.

<i>John & Richard Codman also borrowed of Mr. Vans 100,000 fr. rentes provis.*</i> so called, giving an interest of 5 per cent per annum, this rent Richard Codman promised in writing to return to me in rentes (and not money) let the value of said rentes be what it might when it should be returned, this rent is worth in the market		60,000
So the interest due me on this stock of 100,000 francs rents provis. at 5 per cent per annum from the 1st September 1800, to the 1st September 1809, is 9 years, which amounts to		45,000
The <i>ci-devant</i> Mrs. Vans gave into the hands of Richard Codman, <i>copartner of John Codman</i> , in the month of May 1798,† the proceeds of the sale of two houses, amounting to 73,000 francs, with orders to purchase with it 5 per cent stock tier consolidated, which he bought at 11 5 sols the hundred,		73,000
The interest on this sum, which R. Codman says ought to be allowed at the rate of 5 per cent, amounting from May 1798 to May 1809, is 11 years,		40,150
		<hr/> 446,130

We will now credit Messrs. J. & R. Codman the amount of *their account*,‡ which includes £100 sterling paid Mr. Vans by John Codman at Boston,§ and which account was given to Mr. Vans by Richard Codman at Paris, in Pluviose, 9th year, amounts to

	24,000	
Supposed interest,	10,000	34,000
	<hr/>	
	francs 412,130	

This balance is due Mr. Vans *agreeable to the principle laid down by J. & R. Codman in Paris*,|| but which principle Mr. Vans does not agree to.

We now state the account against J. & R. Codman agreeable to the different judgments rendered in

* Two falsehoods at least, viz: 1st, that the transaction was with, or for account of *John & Richard Codman*; 2d, that it was a *new loan* of stocks. This obligation was not for *another* loan of stocks, but for arrears of interest, &c. on the old one, which arrears of interest are nevertheless here claimed in full by a separate item. See No's 208, 209.

† Another falsification of date. The sale of Mrs. Vans' houses by Richard Codman is stated to have been in May '98, before the news of the dissolution (which took place at Boston on the 1st of that month,) could be supposed to have reached Paris. It was in fact in May '99, more than a year after the dissolution. See No's 194, 202.

‡ A repetition of the falsehood that an account had been rendered to him in the name and behalf of *John & Richard Codman*.

§ This falsehood is bolstered up by referring to the £100 which he received from John Codman in Boston, (the payment of which he supposed would appear as it does, in John Codman's books,) as if it had been a payment by John Codman *on account of V.'s claims against the house*. See No. 132 &c. for the truth of the transaction.

|| As if a claim had been made on *John Codman* in Paris, and admitted by *him*! See the Paris correspondence.

France in the year 1800 up to the year 1806, (say to November 1806.)

Mr. Vans *lent to J. & R. Codman* as pr R. Codman's obligation 8415 rentes tier consolidated at 5 per cent stock, which stock was by a written agreement to be returned to Mr. Vans in rentes, and confirmed by different judgments, and has been *valued by the judgments at 80 francs the hundred,** which amounts to-day to 127,000
The rents or interest which has been paid by the French Government to J. & R. Codman, or to their representatives, from the 1st September 1797† to the year 1809, is 12 years, at 8415, - - - 100,980

Mr. Vans also *lent to J. & R. Codman* 100,000 fr. of stock called rentes provis. or 5 per cent stock to be returned in stock, and confirmed by sundry judgments, which stock not being yet returned to me, I now fix the value agreeable to the judgments, at - - - 60,000
The interest on this capital of 100,000 fr. as per judgment at 5 per cent from September 1800 to September 1809, is 9 years, amounts to - - - 45,000

The ci-devant Mrs. Vans put into the hands of Richard Codman, copartner of John Codman, 73,000 fr. to purchase rentes tier consolidated, or 5 per cent stock, the 7 Prairial 7 year, *say May 1798,‡* and which stock R. Codman did buy at 11 5 sols the hundred, as is proved by sundry judgments ordering him to deliver to Mr. Vans 33,000 rentes tier consolidated, which rentes are worth, agreeable to those judgments to-day, - 575,000

Richard Codman was also condemned to pay ci-devant Mrs. Vans the rents due and coming due from *May 1798* to May 1809, which is 11 years, at 33,000 per annum, - - - 363,000

The expenses of suit as per judgments, 1,270,980
§ 130,000

francs 1,400,000

Mr. Vans also claims of J. & R. C., half of my expenses to America, 3,000, Compadrè note 4,000, cash of Rose 10,000, &c. This is the balance due Mr. Vans *after deducting,*—

1st, the account of J. & R. Codman, of	24,000	& in. thereon
2d, the Dreux Estate, - -	80,000	
3d, the Firmancourt Estate - -	27,000	
4th, cash of Babut, - -	70,000	

* The valuation was 90,000 for 168,000.

† This false date is repeated throughout.

‡ This false date is likewise repeated throughout.

§ The costs taxed in all the judgments produced by Vans, taken together, do not exceed a few hundred francs.

|| Vans here *admits*, that he had recovered out of Richard Codman's property in France, (in addition to the amount of the £100 Bill which he credits

This is the statement agreeable to the judgment rendered against J. & R. Codman from 1800 to 1806.

The foregoing is a statement of facts which fully prove the justice of my demand.

But it has been said that the limitation act deprives me of my demand on Mr. John Codman. I confess I cannot understand how the limitation act should affect this demand. In the first place John Codman and myself have been in dispute in France from the year 1800 to the year 1806, as the last judgment I obtained *against John Codman** was in November 1806, only three years ago. I also stated my demand on Mr. John Codman in a letter to Mr. Stephen Codman, as Administrator, about 5 years ago; this letter I sent open under cover to Mr. James Prince, who wrote me for answer he had delivered this letter to Mr. Stephen Codman; here then I presume is a demand according to law, and this fact can be proved by Mr. Jona. Amory, who told me he saw Mr. Prince read the letter, and he knew that he gave it to Mr. Codman.

I also addressed myself to Mr. John Lowell at Paris, who wrote me that he had wrote Mr. Stephen Codman, and advised him to settle this business with me. And on the return of Mr. Lowell from Switzerland he told me he had received a letter from Stephen Codman *refusing to do any thing with me in this affair.*† Mr. Babut, the agent of John Codman, told me he wrote Mr. S. Codman, and shewed me the letter he had wrote, and he also gave me the letter which Mr. Codman wrote him in answer, wherein Mr. S. Codman *declined having any thing to do with me.*‡ All these circumstances fully prove that Mr. S. Codman was not ignorant of my demand, and *that I was then prosecuting Mr. John Codman in France.*‡ And my letter to Mr. Stephen Codman under cover to Mr. Prince proves that I made this demand at Boston. I also repeated this demand to the Rev. Mr. John Codman as one of the heirs at Paris in presence of Mr. Pye. I flatter myself that this statement will convince Mr. Am

as still unpaid,) 177,000 francs, and adding the £100 Bill which he offsets, that he had realised 201,000 francs for his claim. In this statement he does not include the estate of La Thuillerie, which he with Pacaud and others also recovered, as appears by the French judgment. This estate was sold at auction by order of Court and produced 50,100 francs. Vans himself bid it off. This also appears by the French judgment. So that he must have realised in the whole over 250,000 francs. The whole amount of R. C.'s *cash debt* to Mr. and Mrs. Vans together was only about 100,000 francs—and estimating the stock at its then market value, did not exceed 200,000 francs, at about which rate Richard Codman repeatedly offered to settle. Thus it appears from his own showing that Mr. Vans has been *overpaid* out of Richard Codman's property for all that was justly due to him and his wife.

* Representing it as a judgment against John Codman for his *debt*, instead of being, as it was, a judgment against John Codman's *claim on the property*.

† This is what Vans represents in his publications as a *fraudulent detention of him* in France by the Executor, for the purpose of gaining time and pleading the Statute of Limitations.

‡ *Prosecuting Mr. John Codman in France!* No more than John Codman was prosecuting him. Both were prosecuting their respective claims against Richard Codman's *property*.

ory that the limitation act does not affect my demand on J. & R. Codman.

It has also been said that J. & R. Codman was not partners in the transaction with me, but that it was a particular transaction with Richard Codman, in his name only. The question then is, who is Richard Codman ?

In 1791 Richard Codman was established at Boston under the firm of J. & R. Codman. In 1794 Richard Codman went to France, and established a house there for account of John and Richard Codman under the simple signature of Richard Codman. This then was the signature of the house at Paris, and I can prove by a multitude of documents, that all the business done by Richard Codman at Paris from the year 1794 to 1800 was in his own simple signature for account of J. & R. Codman.

The ship *Thetis*, Capt. S. Prince, which belonged to J. & R. Codman and which Richard sent into Lisbon and was loaded by Mr. Church, all the correspondence with Mr. Dorchman & Church, all bills of exchange, accounts current, and the whole correspondence in the name of Richard Codman, but all for account and risk of J. & R. Codman, as is proved by John Codman's letter to Mr. Church from Boston.*

I have also all the correspondence of Richard Codman in his own name with London and Hamburg for account of J. & R. Codman. I have also the transactions in France of Richard Codman in buying and selling more than three millions of inscriptions or public stock in his own name, but *for account of J. & R. Codman, as can be proved by Mr. Lecaze the broker, also by Mr. Nott, Cutting who went on to Holland to sell inscriptions for Mr. Codman, also by Mr. Wm. Lee, Mr. Griffith, J. Russell, Mr. Parker, Mr. Putnam, Mr. Hickborn, Mr. Andrews, the Mr. Princes, Mr. Murray, Dr. Edwards and one hundred others,*† and particularly the sale of the ship *Gov. Bowdoin* by R. Codman to Putnam & Callender.

All these transactions prove that the signature of the house of J. & R. Codman at Paris was Richard Codman. Therefore when I placed funds in the hands of Richard Codman at Paris, it was the same as if I had placed them in the hands of J. & R. C. as they were copartners trading under the signature of Richard Codman, which *their books will prove at Paris and also at Boston.*‡

It has also been said that the transaction between Messrs. Codmans and myself was gambling and not permitted by Law, of course Mr. Codman was not answerable for the inscriptions. Suppose for a moment this to be the fact, then certainly the Public funds I lent to the Messrs. Codmans must be returned to me or paid for at par, which funds at par with the interest due there-

* See No. 371, &c.

† How comes it that Mr. Vans does not prove the fact by any of these witnesses? Cutting's testimony we have, and see what it amounts to, No. 385. Mr. Wm. Lee, is now resident in Boston, and can be called to testify. Mr. Jo. Russell is also usually resident in Boston. See his Affidavit respecting the dissolution, No. 99. Mr. Putnam's testimony we have. See No. 377.

‡ Unluckily for Mr. Vans their books prove the contrary.

on will amount to-day, at least to 400,000 fr. without recovering the 73,000 fr. paid to Richard Codman from the proceeds of the sale of the two houses.

No. 368.

Extract from the Report of the Legislative Committee of 1833.

"The Committee are satisfied that this date has been *intentionally* altered and defaced, and that the date of the stamp has been *intentionally* cut out." [See the Report at length, containing a summary of the evidence before that Committee, No. 412.]

No. 369.

Extract from the Report of the Legislative Committee of 1835.

"Your Committee find that said Report" (that of the Committee of 1833) "contains a fair and *substantially correct* statement of the claim of said Vans, and of *all the material facts* of his case." [See the Report, No. 415. It does not state the evidence.]

No. 370.

A report from minutes of counsel, of oral testimony before the Legislative Committee of 1835 respecting the alteration of Richard Codman's note.

Henry Codman, being sworn, stated in answer to questions put to him that he was not an heir of John Codman, that he was a nephew of his, and a son of Stephen Codman, the executor.

Being requested to depose what he knew respecting the alteration of the note, he testified in substance as follows.

I never saw this note until I saw it produced before a Committee of the Legislature in 1811-12. All I knew of it before was by a letter from William Vans to the late Rufus G. Amory, in which the note was represented as dated 8 Vendemiaire, year 7—which Vans said was Sept. 1797. We knew, or learnt, enough of the French Almanac to ascertain that 8 Vend. year 7, must have been Sept. 1798 and not '97. We thought that error of the translation an accident—and went before the Committee supposing the real date of the note to be Sept. '98—for we had at that time very little knowledge of the facts of the case. The instrument was produced, and appeared to bear date of the year 7, and it so passed through the whole of that hearing. We did not scrutinize it severely. It always puzzled us, comparing this date with that of other papers and facts which came to our knowledge, how this note should have been dated in '98. This hearing was in 1811-12. It was argued that the date of the note being four months after the dissolution, there was time enough for notice to have reached Paris. Mr. Jesse Putnam testified to facts respecting it. At a subsequent hearing the note was produced again and the date of the year appeared to be a 9 instead of a 7, and it appeared blurred and blotted. It was obvious that there had been an erasure—a tampering with the paper.—The late Mr. Samuel

Dexter, who was counsel in the case, charged Vans directly with a forgery, and threatened to have him indicted. Two years ago I stated this to have happened in 1814.* I have since satisfied myself that it must have been in 1812-13. The reason of my former impression was that Mr. Samuel Dexter, who was our counsel in 1814, charged Vans with the forgery, and I supposed Mr. Dexter had attended before one Committee only. But I have since ascertained by his receipt for services that he attended before two committees. I never observed that the date of the stamp certificate had been cut out until it was discovered and pointed out by Mr. Franklin Dexter at a hearing before the Committee of 1833. I believe I did not see the paper from 1814 to 1832. I never saw it except at hearings before Committees. It was very little in my hands at any time—never except in the presence of Mr. Vans, and his counsel and the Committee. There is a larger and more decided blot on the paper now in the place of the figure 9, than there was at the time of the second hearing.

Franklin Dexter, testified that he was present, as counsel, at the hearing before the Committee of 1833, and on careful examination of one of the notes produced by Vans, I observed that besides the alteration of the principal date, the date of the year in the stamp certificate had been cut out. It has been altered since I saw it last. The hole is now much larger and more irregular than it was then. It was then a very small diamond shaped cut, just large enough to take out the figure 9, not very perceptible without close examination, and evidently made with a sharp instrument. When the cut and the alteration were pointed out to the Committee Mr. Vans was present. He did not charge Mr. Henry Codman or any other person, with having done it. He said nothing.† Mr. Child in argument suggested that it might possibly have been done at some hearing before a Committee by some person having an adverse interest. It hardly amounted to a distinct charge against any body.

Thomas Loring, (a member of the Committee of 1833)—also testified that Vans then made no charge upon any body, and that the hole was smaller than it is now.

* Before this time Mr. Vans had procured a translation of the note certified by Samuel Mackay, which gives the true date of the year. The translator's certificate is dated Feb. 16, 1813.

† This inquiry was made of the witnesses, because at the hearing before the Committee of 1835, when the alterations and cuttings were pointed out to the Committee, Mr. Vans pursuing the suggestion of Mr. Child's Review that it was done by some of the Codman family, hastily rose and cried out, "*Henry Codman did it!*"

Sundry papers published by William Vans purporting to be documents in his possession proving the liability of John Codman's estate for his demand—with sundry documents in our possession relating to the same matters.

No. 371.

[From Vans' pamphlet of 1813, addressed to the Honorable Senate and House of Representatives in General Court assembled, at page 11.]

Letter from Richard Codman, at Havre, to Edouard Church, at Lisbon.

HAVRE, 20th May, 1795.

EDWARD CHURCH, Esq.

SIR,—Capt. Prince has duly handed me your favor of the—March, and I have paid due note to the arrangement made by you with him, for the amount of the cargo of the *Thetis*, which shall be punctually complied with on my part.

A part has already been paid in London, and the whole would have been at the time the bills became due, had Mr. Dohrman been less frightened, or more confiding in my honor and punctuality. I had made arrangements for this purpose, but upon hearing from Capt. Prince that you had taken up the business, and advanced the money, I thought no harm could arrive to Mr. Dohrman to be redrayn upon, since it would be only paying back again the money he had received of you, and that you would not suffer, because you would draw upon London for your advances on your friend, which I shall pay attention to, and place funds in the hands of Messrs. Reed and Parkinson for that purpose, to which effect I have already ordered £2,500, into their hands from Hamburg, and tomorrow I leave this for London and shall immediately place the balance in their hands. You may therefore rest perfectly easy, that in the course of a very few days your friend will be in cash for the whole.

I have a letter from Mr. Dohrman of 24th March, in which he says, that his friends in London have made insurance upon the *Thetis's* cargo at 4 per cent, at which I am astonished. What orders had Mr. Dohrman to make insurance for me? Upon no principle could he do it. If he wrote before he heard the bills were noted, it was unwarrantable; if afterward, he certainly had no pretensions, because it was you that was under the advance, and he perfectly secure. The insurance has been done by my friend in Hamburg, and all that Mr. Dohrman has done, being without my order, and entirely unjustifiable upon any principle, must remain for his account.

I have now to thank you, Sir, for the interference you were kind enough to make in this affair, and to assure you anew of the strictest attention to your reimbursement, by placing without de-

lay in the hands of Reed and Parkinson the amount necessary to complete the whole. I am with respect, Sir, your most obedient servant,
(Signed) RICHARD CODMAN.*

No. 372.

[From the same pamphlet p. 10.]

From John Codman, at Boston, in the name of the House, to Edward Church, Lisbon.

BOSTON, 23d June, 1795.

EDWARD CHURCH, Esq., Lisbon.

SIR,—We cannot sufficiently acknowledge your kind interference for our honor, in the affair of the *Thetis*, Capt Samuel Prince. We hope for opportunity to express our sentiments more fully, in the mean time please to accept our thanks.

We presume ere this *our R. C.* has taken up Capt. Prince's bills in the hands of Messrs. Dohrman's friends in England, and that they have replaced the £7,000 sterl. you advanced them.†

We are with great respect,

JOHN & RICHARD CODMAN.

No. 373.

[From the same pamphlet p. 11.]

From William Porter East, Lisbon, to Edward Church.

LISBON, 12th March, 1796.

My dear Sir, I wrote you last post, under date of the 8th inst. I have now to acknowledge the receipt of yours of 19th and 20th ult. handed me last night by Col. Humphreys, the three first bills drawn by Richard Codman of Paris, on Jacob Dohrman & Co. of this city as follows.

1	dated 9th February	for Reas 4343 412	} at 30 days sight.
1	do.	do. for 350 000	
1	do. 20th	do. for 5000 000	

I presented this morning. Mr. Dohrman had only advice of the two first; he shewed me his account *current with Messrs. John and Richard Codman*, by which it appears, that he had only about 430 000 of theirs, he therefore accepted the one for 350,000, the two others I presented to Messrs. John Bulkely and Son, who told me they had no knowledge of the drawers, they are therefore

* There is no question, and never was, that this letter, written long before the dissolution, relates to business of the house of J. & R. Codman. Their ship *Thetis*, was despatched to Lisbon for a cargo. The funds, which Richard Codman should have provided, for some reason failed. Dohrman & Co. the consignees refused in consequence to furnish the cargo. Mr. Edward Church, the U. S Consul there, being well acquainted with the solidity of the house of J. & R. Codman, came forward at the Captain's request and made the requisite advances. The foregoing letter was written in consequence. See also at No. 279, several Bills of Exchange (also published by Vans) connected with the same business.

† It will be noted that John Codman relies on Richard, as representing the house in Europe, and well provided with partnership funds, to take up the bills, and rectify the mistake.

with a notary public to be protested,* which cannot be done in time for this post; they shall go by the next, and bear date of this day, which will have the same effect, as if sent forward now. At maturity I shall present the bills to Mr. D. who may perhaps pay them, should Mr. Codman point out a mode of reimbursing him.

I have not time to answer your letter fully at this time, but shall next post. I supplied Capt. Leach only with the amount of Mr. Codman's bill, for £100 sterling being at had I advanced any thing more, I should not have neglected to advise you immediately.

Col. Humphrey's desires me to present his best compliments, not being able to write you now—he will in a short time. Mrs. C. and family are well, they desire their most affectionate and tender regards. I shall in any instance attend strictly to your interest as far as I am able, and am constantly, my dear sir, your's affectionately.

(Signed)

WILLIAM PORTER EAST.

N. B. *Mr. R. C. appears to be a very irregular man in business,*† it will therefore be necessary for you to act with the greatest caution. Should the bills on D. now under protest, be finally returned, I shall still be able to discharge regularly all acceptances; but there are other demands, which for the credit of your house I would wish to pay as soon as possible.

No. 374.

[From the same pamphlet p. 9.]

Letter from Edward Church to William Vans.

PARIS, 15th Prairial, An. dix, or June, 1802.

MR. WILLIAM VANS,

SIR,—Agreeable to yours of the 13th inst., I embrace the first moment of leisure to explain to you the circumstances which gave birth to the transaction which took place between Richard Codman and me, and relative to which, at the time of your request, I entrusted you with the most material papers then in my possession.

In the month of January 1795, during my residence in Lisbon, as consul general of the United States of America for that Kingdom, arrived a ship from the port of Havre in France (called the *Thetis*) commanded by Samuel Prince of Boston, belonging to the house of John and Richard Codman, of the same place, and consigned by Richard Codman, a partner of said house, then residing in France in his own particular name, to the house of Jacob Dohrman and Co. of Lisbon. This ship being loaded and ready to sail for Havre, from whence she came, intelligence was received from London, that the bills furnished for the payment of

* It will be noted that Richard's funds, from some misarrangement, failed again, and that some of his bills were protested.

† Mr. East seems to have well understood the cause of the failure, as well as the mode of binding John Codman on a mercantile instrument. See No. 263.

said cargo were noted, and in all probability would not be paid, in consequence of which advice Dohrman thought proper to detain the ship.

In this distress Capt Prince applied to me for advice and assistance, assured me that the ship and cargo were the property of John and Richard Codman of Boston, though ostensibly in the name of Richard Codman alone, and prayed me (as he presumed I could not doubt the solidity of John Codman of Boston) to interfere for the honor and interest of the said house.

Being myself of the same town, and knowing the Captain and owners many years, I supposed I might safely venture to comply with his request, and therefore without hesitation, or other security than the reputation of the house of John and Richard Codman, I immediately advanced seven thousand pounds sterl. in order to liberate said ship, which sailed without further delay, and arrived safe at Havre, by which act of confidence and friendship, I was flattered by the Captain with great expectations from said house, all which terminated in the loss of £800 sterl. in difference of exchange, and interest before the liquidation of that loan.*

You ask me for a copy of the account current, as it stood between Richard Codman and me; to which I answer, that the house of Gildermasher & Co. of Lisbon, being interested in my commercial transactions to this Country during the war, the books were kept in their counting house, whence all the accounts were issued.

But I have furnished you with a letter in the hand writing of John Codman, dated 23d June, 1795, and signed John and Richard Codman, which clearly proves that the business, transacted by and for the ostensible account of R. Codman at Paris, was for account of *John & Richard Codman of Boston*.† I am totally a stranger to any *formal* dissolution of that house,‡ and therefore had I given credit to Richard Codman 6 months ago, I should have considered John Codman of Boston equally responsible, because in *my opinion* neither of the copartners have taken the regular steps to announce the dissolution to the world.§

* If this is true it must have been Mr. Church's own fault, as the house was abundantly able to pay him, and there was no question that the business was for account of the house. See No. 372. Richard, on whom John Codman relied in the business, *may* have failed to indemnify Mr. Church in full through some extraordinary negligence; if he did there is no evidence that John Codman ever had notice of the fact. This letter was not published until long after his death; nor does it appear that Mr. Church ever called upon John Codman.

† Never disputed. It was within the ordinary scope of the partnership.

‡ Mr. Church does not pretend to say that he had not heard of the dissolution—but that he was “a stranger to any *formal* dissolution”—meaning probably that he himself had no *direct notice* of it from the parties. Why should he. He was no correspondent of the House. They had no dealings with him either before or after the affair of the Thetis. This was a case by itself. Being the U. S. Consul, and being called upon for aid by the Captain of an American ship, knowing the thing to be perfectly safe, and being as he says “flattered by the Captain with great expectations from said house,” he voluntarily made certain advances for their account. These were repaid, or at least supposed by John Codman to be so, in full, with suitable thanks—and this terminated their business connection.

§ This is Mr. Church's *opinion*. The opinion of the reader will be quite as good. See the evidence of the dissolution No. 77, &c.

If it be true that it was announced in Boston, it is to be presumed it was not regularly announced, *that is, it had not the consent and signature of Richard Codman; and if otherwise, the publication of the said dissolution in Paris must naturally be supposed to have been omitted for sinister purposes*, for which both parties are necessarily responsible.*

In all commercial countries the customs of merchants are considered as laws, to determine claims between contending parties.

It is therefore to be *presumed*, that an irregular or *mock* dissolution of the partnership of John and Richard Codman, can never militate against your demands, *and that your just claims against Richard, must always be good against John Codman.*†

I do not pretend to be versed in the laws of this country, but the matter would scarcely admit half an hour's debate in England or the United States of America.‡

On all occasions where I can be useful in support of your just claims, I pray you freely to command,

Your friend and fellow citizen,
(Signed) EDWARD CHURCH.

No. 375.

[From the same pamphlet, p. 17.]

A paper purporting to be the deposition of Benjamin Callender.§

On the fifth of Messidor, tenth year of the French Republic, before us, Anthony Lamaeagre, Judge of the Peace, assisted by our Clerk—has appeared, on the invitation we made him, Citizen Benjamin Callender, merchant, and citizen of the United States of America, residing at Paris, rue basse du rampart, No. 353, passage Sanderen, division du Mont blanc, to whom we gave notice of the request of Citizen Vans in date of yesterday, and were answered that he was ready and offered to tell the truth in answering to the demands that we think proper to make to him upon this subject. Upon which I, Judge of the Peace, proceeding in conformity to the said request of said Vans, and with the consent of Citizen Callender, put the following questions to him;

* We have here the *ground* of Mr. Church's opinion. He *presumes* that Richard Codman's previous consent and signature to the notice of dissolution were necessary to make it valid in law. Probably the opinions of Mr. Lowell and his father the late Judge Lowell, who advised the course to be pursued (See No. 393,) will be thought better than Mr. Church's upon a mere question of law, especially when backed by the opinions in other cases of Chancellor Kent and many other eminent judges. As to the publication of notice in *Paris*, Mr. C. goes upon the *presumption* that there was a *house of trade established there* to which John Codman was a party, as Vans had no doubt told him. We have seen that this was not the fact.

† The opinion here is founded upon another *presumption*, namely, that there had been a *mock* dissolution, for so Vans doubtless informed him.

‡ To this we entirely agree. The point has been repeatedly adjudged, both in England and in this country, that where the contract of partnership is not for a fixed term of years it is a partnership *at will*, and may be dissolved by either party at his pleasure, with *or without* the consent of his copartner.

§ This paper when produced before the Committee of 1835, was found to be without any authentication or signature, either of the magistrate or witness.

Question. Do you know the house of commerce of John and Richard Codman? **Answer.** I know that the brothers John and Richard Codman are merchants and copartners together.

Q. Since what time has Richard Codman lived in France? **A.** I have known Richard Codman at Havre and at Paris since 1794.

Q. What was the motive of Richard Codman's residence in France? **A.** It was generally thought Richard Codman resided in France *to do commercial business* for the account of the house of John and Richard Codman.

Q. Have you done business in France with John and Richard Codman? **A.** In the year 1795 *I purchased* in France, for account of my house of Putnam and Callender, *the ship* Governor Bowdoin, which belonged to John and Richard Codman.

Q. Did Richard Codman sell you the ship as belonging to him, or as belonging to the house of John and Richard Codman? **A.** Richard Codman sold us *in his own name* the said ship Governor Bowdoin, *as a ship which belonged to John and Richard Codman*, as appears by the account current of Richard Codman with Putnam and Callender, a copy of which I leave and deposit in your office.

Q. What right had Richard Codman to sell you in his own name a ship which belonged to John and Richard Codman? **A.** I have always considered Richard Codman, though acting in his own name of Richard Codman, *as representing the house* of John and Richard Codman; and I thought the contract of sale signed by him Richard Codman, as obligatory against Richard and John Codman, and I never heard anything that was contrary to it.*

Q. Have you had any other business with Richard Codman? **A.** I have done a great deal of business at Paris at different times with Richard Codman. I lent him in the month of Pluviose, 3d year, 60,000 livres assignats, for which I took his bill *in his own name*, considering it the same as if I had taken the signature of John and Richard Codman, knowing they were copartners trading under the firm of Richard Codman;† and every body at Paris knew that Richard Codman was copartner at Paris with his brother John Codman, and that he was doing business *as a merchant* in his own name for account and benefit of John and Richard Codman.‡

Q. Have you been informed of the dissolution of the copartnership of John and Richard Codman? **A.** I have never been

* This transaction was in '95, several years before the dissolution of J. & R. Codman, and was entirely within the scope of the partnership. No doubt such a contract signed by Richard, "representing the house," was just as binding on John as if signed by himself.

† Mr. Child repudiates this notion of a *firm* called Richard Codman—and with reason. There never was any such firm. See Mr. Child's Review, p. 54.

‡ This was perfectly true at the date mentioned. The month Pluviose, 3d year of the French Republic, was Jan. or Feb. '95. But nobody ever knew of his doing business for account of his house, otherwise than *as a merchant* while the house existed. Nobody ever knew of his borrowing certificates of stock for the use of the house.

informed *by letter*, nor by any *public* notification, of the dissolution of the copartnership of John and Richard Codman.*

All the foregoing declaration we have received from the said Citizen Callender, which he has signed in our presence, at our office, this 5th Messidor, 10th year Republic, or the year 1802.

(Signed)

BENJ. CALLENDER.

* If Mr. *Callender* was never informed by public notification of the dissolution of J. & R. Codman, it will presently appear that his *partner*, Mr. Putnam was. See No. 377.

Massachusetts, Suffolk, ss.

Subscribed and sworn to, at Boston, this 15th day of February 1813,
Before WILLIAM STEVENSON, Justice of the Peace.

No. 378.

[From the same Pamphlet, p. 17.]

*A paper purporting to be the Deposition of James Swan.**

In the tenth year of the French Republic.

Before Antoine Lamaignere, Justice of the Peace for the first District in Paris, aided John Richard Evaudemont, our Recorder, appeared William Vans, an American merchant, residing in Paris, Concord street, No. 689, within this District, who informed us, that having transacted business, and having had important concerns with the house of John and Richard Codman, brothers and partners, who have an established commercial house at Boston and another in Paris, he is highly interested in proving that the said brothers are still in partnership, and that the house in Paris, as well as that in Boston, exist for their mutual account. In consequence of which he prays us to hear the answers of citizen Swan, an American merchant, residing in Paris, in Luxembourg new Street, No. 159, to the question which we shall ask in the premises; said Citizen being perfectly acquainted with the facts, having himself transacted much business with the said John and Richard Codman, and who no doubt will acquiesce to the request of appearing in our office, to answer said questions, and he signed approving the dashes over eight words, in the original,

(Signed)

WILLIAM VANS.

There is written in the margin, "Recorded at Paris, the twenty-ninth Praerial Tenth year,—received one Franc and a tenth,"

(Signed)

DELAHAYE.

And on the twenty-eighth Praerial Tenth year of the French Republic, 17 June, 1802, before us Antoine Lamaignere, Justice of the Peace aforesaid, aided by our Recorder, at our special desire appeared citizen James Swan, a merchant of Boston, residing in Paris, New-Street of Luxembourg, No. 159, whom we acquainted with the request of citizen Vans, dated yesterday, and, on his part, he answered that he stood ready to pay due homage to truth, in his answers to the questions, which we shall see fit to put to him, respecting matters in question, and he signed,

(Thus signed in the original)

JAMES SWAN.

does not state that any of these were for account of J. & R. Codman. He states that Richard Codman did business, as far as he knew, in his own name—that he appeared to have extensive dealings in merchandize, money, stocks, and bills of exchange—some of which dealings he had reason to believe were for J. & R. Codman. Undoubtedly—all that were of a purely mercantile character, and before the dissolution. The witness also states that he himself saw at Bordeaux, in '98, a notice of the dissolution in a newspaper. Mr. Vans has not thought proper to republish this deposition in any of his numerous later works that have come to our knowledge—although many of his documents appear there over and over again.

This is called a Deposition—but the witness is not sworn, nor is there any notice to the opposite party.

Upon which we, the Justice of the Peace, proceeding conformably to said request, and with the consent of citizen Swan to answer the questions which might be put to him respecting the affair, have interrogated him as follows:

1st Question. Do you know John and Richard Codman?

To which said Swan answered—

I know them *all*; John Codman and Richard Codman are merchants, and *were partners in a house established at Boston.**

Ques. Have you transacted any business with John and Richard Codman?

Ans. My former house in Paris, under the firm of Dallarde, Swan, and Co. has had dealings to a large amount with John and Richard Codman, in the years one thousand seven hundred and ninety-two and ninety-three.†

Ques. Have you yourself transacted any business with John and Richard Codman, since that period?

Ans. In the year one thousand seven hundred and ninety-four, I paid to Richard Codman, at Havre, a sum of money for the account of John Codman,—Richard Codman gave a receipt for it in his name only. I have also had concerns for the account of John Codman, one of said brothers, with the house of John and Richard Codman in *Boston*, in the year one thousand seven hundred and ninety-six.‡

Ques. Do you know whether the partnership of John and Richard Codman is dissolved?

Ans. I never was apprised in *France* of the dissolution of partnership of John and Richard Codman, *either by letters or public documents*, either by John Codman or Richard Codman.§

And respecting all here above stated, we received the present declaration and sayings, and we have put the same in writing for citizen Swan, who after reading it, signed with us.

Done at our dwelling, on the day and in the year aforesaid. Signed on the original of the present copy, James Swan, Lamagnere, Justice of the Peace, and Evevaudemont, recorder.

And below is written, "Recorded at Paris on the 29th Praerial Tenth year, (or in the year 1802) received one franc and a tenth.

(Signed)

DELAHAYE.

A true Copy

EVEVAUDEMONT.

A true and faithful translation of the annexed French original. *Boston, February 17th, 1813.*

SAMUEL MACKAY, *Translator.*

* Mr. Swan states truly that they *were* partners, not that they *are*.

† Not only before the dissolution, but even before R. C. went to Europe.

‡ All this does not militate with a dissolution in '98.

§ This is a mere quibble—an evasion of the question. The witness does not say that he did not *know of the dissolution*—but says he was never apprised of it in *France*, either by *letters*, or *public documents*. One reason why he was not apprised of it in *France*, is that he himself was in *Boston* at the time it took place! See No. 379.

No. 379.

[ORIGINAL.]

A Letter from the Hon. Wm. Sullivan to W. H. Gardiner.

BOSTON, January 19, 1835.

DEAR SIR,—I have always supposed that Col. Swan went to Europe in 1787—that he came back and landed at Charleston, S. C. in Feb. 1795,—that he was within the U. S. from that time till about the 8th July, 1798,—that about that time he sailed from Wiscasset, in a timber ship which he loaded at that place, and went to England. He has never been in U. S. since 1798.

I had some personal acquaintance with Mr. Swan between Feb. '95 and July, '98, and saw him in different places, but I had no interest in his movements, and have no personal knowledge of them, though I have no doubt that the above statement as to dates, conforms very nearly to the truth.

Your respectful friend,

WM. SULLIVAN.*

MR. GARDINER.

No. 380.

[COPY.]

[From the Letter Books of John Codman.]

John Codman to James Swan.

BOSTON, 4th December, 1801.

James Swan, Esq., Paris,

DEAR SIR,—I have the pleasure to address you *from this side the Atlantic*, and now to congratulate you on the return of peace. This event, I hope and trust, will facilitate your views, and terminate your expectations agreeably. If you, or your friends, Mr. Dallarde, or others, should incline to ship goods of French manufactory to this place, and order remittances back in Exchange, or in produce, *I beg leave to offer both you and them my services.*† I am perfectly prepared for peace myself; my tour in Europe having lessened my concerns at a fortunate time, and I was so im-

* Mr. Sullivan, after being requested to refresh his recollection as to dates, was called as a witness before the Committee of 1835, and testified that he married a daughter of Mr. Swan's—that he knew him personally—that he was in this country from Feb. '95 to July, '98, residing sometimes in Boston, sometimes in Philadelphia, but usually in Boston, or Dorchester—that his last place of abode in this country was in Dorchester—that he went from his house in Dorchester on the 8th of July, 1798, and embarked for Wiscasset in Maine, whence he sailed in a lumber ship for England, and never afterwards returned to this country. Witness believed that Mr. Swan was personally acquainted with John Codman.

It will be recollected that the dissolution was announced in the Boston newspapers 2d May, '98, and was advertised for several weeks.

† Hence it appears that John Codman had seen Mr. Swan in Paris, and that after his own return to Boston he wrote to him soliciting business, not for J. & R. Codman, but for *John Codman*, as a merchant trading in his own separate name and for his own sole account. And this is six months before Mr. Swan gave what is called his deposition. The intimation will also be noted that Mr. Swan would do what was agreeable by making known to his friend Mr. Dallarde *John Codman's* desire for business. See No. 381.

pressed that the event was approaching that I have engaged in no new operation, so that I can give the greatest facility to any concerns intrusted to my care.

Wishing you health and success, I am sir, your most humble servant,
JOHN CODMAN.

No. 381.

[From Mr. Vans' Pamphlet of 1812—13, addressed to the Hon. Senate, &c. at p. 19.]

A paper purporting to be a Certificate by P. Dallarde & Co.

We the undersigned certify that Mr. Richard Codman did many acts of commerce at Paris in the year 1795, old style. He had an account current open with us, and I always considered him co-partner of John and Richard Codman, and moreover I never heard that the house of John and Richard was dissolved; in faith of which I have signed this present this day at Paris, 28th the 10th year, or 1812.
P. DALLARDE & CO.*

No. 382.

[From the same Pamphlet p. 19.]

A paper purporting to be the Certificate of J. Recamier.†

I the undersigned, to render truth on the demand which has been made to me, certify, that since the year 1795 I have had different affairs of commerce with Richard Codman at Paris, and that I always treated with him as Richard Codman;‡ in faith of which I sign this present. Paris, 5th Messidor, 10th year, or 1802, for value to those who should have right.
J. RECAMIE.

No. 383.

[From the same Pamphlet p. 20.]

A paper purporting to be the Certificate of Joshua Orne and others.

We the undersigned, citizens of the United States of America, now at Paris, do certify and declare that we know that John Codman, late merchant of Boston, copartner and brother of Richard Codman, was dead in the month of May, 1803, at Boston in the U. States of America.

* Dallarde was or had been the partner of Swan. Who composed the house at the date of this document does not appear—nor who affixed the partnership signature, if it ever was affixed. Who the individual was therefore that had never heard that the house of John & Richard was dissolved, must remain a mystery—as also when he never heard it—the paper according to Mr. Vans' publication of it being dated 10th year (1802) "or 1812,"—We suppose it quite indifferent which.

† Intended we presume for J. Recamier, who was the banker of Richard Codman, and connected by marriage with Wm. Vans.

‡ A very sensible certificate.—Mr. Recamier always did treat with him from first to last "as Richard Codman." See the accounts Nos 287, &c. and especially the final settlement, made while John Codman was in Paris, in which Recamier compromised with Richard Codman then insolvent, for 50 per cent. of his debt. See No. 291.

In witness whereof we have set our hands and seals, this tenth day of Dec. 1804.*

Joshua Orne,
M. Leavenworth,
John Sinclere,
Zeph. Platt,
I. C. Mountflorencce,
James Swan,

H. Wardel,
H. Grant,
Joseph Fenwick,
I. Roitch,
E. May.

No. 384.

[From the Pamphlet of 1814 called "A Statement of Facts" &c. p. 21.]

The Deposition of Thomas Melville, Jr.

Thomas Melville Jun. of Pittsfield in the County of Berkshire and Commonwealth of Massachusetts, Gentleman, of lawful age, makes oath and says, that he (the Deponent) in the year seventeen hundred and ninety five, became acquainted in France, with the late Richard Codman, and which acquaintance continued until his departure from thence in the year eighteen hundred and two—Circumstances, at times connected the Deponent and said Richard together, in *commercial operations*, from whence the Deponent knew that said Richard transacted his *mercantile business* at Paris, under the firm of *Richard Codman* and that in *said business*, he was in partnership with his brother John Codman of Boston.†

The Deponent also became acquainted with John Codman on said John's arrival in France, which was, as near as the Deponent can recollect, in the year eighteen hundred and one—at which time said John consulted the Deponent, respecting certain claims of Mr. William Vans upon said firm of *Richard Codman*, and said John made known to the Deponent, propositions that had been made to Mr. Vans for a settlement, and for the purpose of facilitating said compromise, at the same time proposed making over to the Deponent, several estates in France, as security for the advances necessary for this object.‡ This however was declined by the Deponent, on account of some irregularity in the papers, the particulars of which, or of the propositions made to

* Mr. Vans says this proves that the partnership existed in 1800, and up to the time of John Codman's death. See his *picture book*, published in 1827, at page 40.

† This witness confines the partnership to Richard's *mercantile business*—and specifies no dates of the particular transactions from which he derived his knowledge.

‡ There is nothing in this (supposing the witness accurate in his recollections) inconsistent with the facts as they appear in the Paris correspondence. John Codman was desirous to see Richard freed of his debts—and was willing to relinquish some of the estates which he held as security for his own debt, if that could be accomplished. All this appears by John Codman's own letters, and it may well be, that he at the same time proposed to Melville to transfer to him some of these estates, if he would advance to Richard on such security the money necessary to settle with Vans. The witness does not say that John Codman offered to *become liable for its repayment*.

Mr. Vans, from the lapse of time, the Deponent does not recollect.* And further the Deponent says not.

THOMAS MELVILLE, Jr.

COMMONWEALTH OF MASSACHUSETTS.

Berkshire, ss. Town of Pittsfield.

This fifth day of December in the year of our Lord one thousand eight hundred and twelve, personally appeared before us, the subscribers, two Justices of the Peace, in and for the County of Berkshire, Quorum unus, the aforesaid Deponent, and after being carefully examined, and duly cautioned to testify the whole truth, and nothing but the truth, made oath that the foregoing deposition by him subscribed, is true. Taken at the request of William Vans now resident at Salem in the County of Essex, Merchant, to be preserved in perpetual remembrance of the thing—He not knowing any person living within twenty miles of said place of Caption instructed in the question or property whereto the aforesaid deposition relates, *did not notify any person to attend.*†

TIMOTHY CHILDS, } *Justice of the Peace.*
REYNOLD M. KIRBY, } *Quorum Unus.*

No. 385.

[From the Pamphlet of W. Vans last referred to p. 19.]

The Deposition of Nathaniel Cutting.

I, Nathan Cutting, formerly of Boston in the State of Massachusetts, but now residing and being in Washington City and District of Columbia,—of lawful age,—do testify and declare on oath, that I was resident in France,—and principally in the City of Paris and its vicinity,—during the greater part of the years 1795, 1796, 1797, 1798, 1799, 1800 and 1801;—that I was well acquainted with John Codman and with Richard Codman, late of Boston, aforesaid, deceased,—*who were then reputed Copartners*

* And after all the witness recollects very little about it. See however Nos. 314 and 315, letters from Melville to John Codman; from which it appears that Melville perfectly knew in the time of it that Vans' claim was upon Richard Codman, and not upon John. The suit referred to in No. 314, was one of the suits brought by Vans for the recovery of his debt against Richard Codman alone. It was not until after the date of this letter, that the litigation arose to which John Codman was a party, respecting the validity of Richard's conveyances to him. See the French judgment, No. 343. The witness of course knew that the partnership was dissolved, for he was at this time a business correspondent of John Codman, whom he addresses, and not J. & R. Codman. He knew that John Codman had nothing to do with Vans' claim—since he uniformly speaks of it as Richard's own affair. He knew, in part at least, of the settlement between John and Richard at Paris, as property in his hands was transferred.—See Nos. 276—7. And he knew that John Codman was not liable on Richard's contracts after the dissolution, since he himself was a creditor of Richard's for 6000 francs, and made no claim for it upon John. See No. 348.

† There was no notice to the adverse party, and it does not appear what questions were put to the witness.

in Trade: * that during a portion of the time above stated I was an inmate in the House and Family of the said Richard Codman, both at his Town Residence in Paris,—(Rue d'Anjou, St. Honoré)—and at his Country Seat about seven leagues from thence, at a place called Dammartin: that although I do not remember ever to have had a Commercial Transaction with both or either of the said Codmans† that required the signature of their House or Firm,—yet from the verbal and voluntary testimony of Richard Codman aforesaid, I always felt assured and am still confident, that he was really and truly a Copartner with his Brother the said John Codman, and that he was fully authorised to use and sign the Firm of the copartnership, or Association, viz. “John & Richard Codman,” in France and elsewhere;‡ and I always supposed and believed§ that the extensive business in which he, the said Richard, appeared to be engaged, and the vast acquisitions of Real Estate which I observed him to make in France, were founded on, and were for account of, the joint Funds and Interest of the Copartnership aforesaid: and I was the more confirmed in this opinion when about the close of the year 1800 or beginning of 1801, I observed the aforesaid John Codman come personally to Paris and apparently enter into possession of the Property that had been previously acquired in France by said Richard Codman, as before stated, and proceed conjunctly with him in the adjustment of his open accounts.|| Nor did I ever hear or know, within the period afore-

* When does the witness mean that they were reputed copartners? If in '95, '96, '97, and part of '98 there is no question of the fact, even if they were reputed to be copartners afterwards it would not make them so—especially as to contracts with Vans, who well knew that they were not copartners, and meant to deal with Richard Codman alone. See Evidence respecting the dissolution Nos. 77, &c. the Original Contract between Vans and Richard Codman, No. 148, and the subsequent correspondence throughout.

† The witness never had a commercial transaction with either of them. He knows nothing therefore personally upon the subject. The kind of business he did transact with Richard may be inferred from No. 386.

‡ He thinks he recollects after the lapse of a dozen years or more, that Richard Codman told him that he was a copartner of John Codman. When? we have no date—was it in '95, or 1801? The date of the fact is the only matter of dispute. He thinks he recollects too that Richard Codman told him, that he was fully authorized to use the partnership signature, viz. “John & Richard Codman,” in France, and elsewhere. Why did he not then? Why does not Vans produce such a signature? and what has become of the firm of Richard Codman? Mr. Vans says Richard Codman told him right the other way—that he could not use the signature of John & Richard Codman except by dating from Boston, because that house was a house at Boston, and that the firm at Paris was Richard Codman. See Vans' Pamphlet of 1813 addressed to the Senate &c. p. 5. Mr. Vans and his witness must reconcile this between them.

§ The witness supposed and believed—but he states not a single fact to warrant such belief.

|| Here he states a reason for his belief. He saw John Codman come to Paris, and apparently enter into possession of property previously acquired by Richard. This confirmed his previous opinion. But we have seen that John Codman entered upon the property as a purchaser or mortgagee only, by virtue of transfers from Richard, and not because he was a joint owner. He says too, that he observed John proceeding conjunctly with Richard in the adjustment of his open accounts. What accounts? Why those which related to the mercantile business of the old house transacted by Richard and still unsettled.—These were John Codman's own accounts, and their settlement was the first object of his visit to Paris.

said, that the said Copartnership was dissolved or annulled in France, either by Public Advertisement, or otherwise.*

I also perfectly well recollect to have heard and do verily believe, that the aforesaid *Richard Codman* did speculate pretty largely in the public Funds of France commonly called "*Inscriptions sur le Grand Livre*," or, in other words, "*The perpetual Debt of France*,"—which nominally bore an Interest of 5 per centum per annum; which speculations I understood to be, and I do verily believe were, for the joint account of the Concern, or Association of John & Richard Codman aforesaid.†

I myself was engaged in similar speculations, as were most other Americans then at Paris; and to the best of my recollection and belief, in the Summer of 1797, when those speculations were carried to the greatest height, that Stock was bought and sold from 25 to 45 livres tournois for one hundred livres of the Capital Stock; the price fluctuating in the market according to the News of the day, or the caprice of Speculators; until in the course of the said year 1797 the Government of France, then styled "*The Directory*," aided by the two Legislative Councils, reduced the said Fund,—(although it was called the *Perpetual Debt*) to one third part its nominal sum and value, by paying off two thirds of the Capital or principal of the said Debt, in depreciated Paper Money!

The one third thus continued, was thereafter called "*le tiers consolide*," or, "*the consolidated third*."

After the Consular Government took place in France, and the system of Finance in that Country was improved The Evidences of this remnant of the Public Debt called "*the Consolidated third*,"—became of greater value, and have ever since remained at a higher price in effective money, than the whole capital was at any period between the year one thousand seven hundred and ninety-five and the Epocha of its Reduction as aforesaid.

In Testimony of the truth of the foregoing Declaration, I have hereunto affixed my Signature at Washington City, District of Columbia, this Twenty-third day of September, A. D. One thousand Eight hundred and Twelve, and do solemnly make oath to the same.

N. B. The Words, "*The Evidences of*," on the 3d Page of this Declaration between the 3d and fourth line from foot, were interlined before signing.

NATHANIEL CUTTING.

District of Columbia, City of Washington.

Sworn and Subscribed to before us this 23d day September, 1812.‡

ROBERT BRENT, } *Justices Peace.*
JAMES H. BLAKE, }

* The old quibble. The witness knew of the dissolution of J. & R. Codman well enough as it took place in Boston, but he never heard or knew that the house was dissolved in France; for the best reason in the world, viz. that it never existed there.

† He saw Richard speculating in the public funds, and he understood and believed they were for the house of J. & R. Codman. How did he get his understanding of this? All the accounts and correspondence prove the reverse.

‡ In this case also it will be noted that no notice was given to the adverse party, and that the questions put to the witness are not recorded.

No. 386.

[ORIGINAL.]

From a Letter of Nathaniel Cutting's to Richard Codman.

PARIS, 21 Fruct. 2d year.	}
7 Sept. '95, O. S.	

Richard Codman, Esq.

DEAR SIR,—The kindness I have so frequently experienced from you emboldens me to put it to further proofs by requesting your attention to some of my concerns in my absence from Paris.

A Mr. Clenerix has made some overtures respecting the purchase of my curricule. I have dropt him a note informing him that the price is 70 Louis d'ors, and that it is at your disposal, &c. &c.

At Anderson's, Sadler, Rue d'Anjou, Faubourg Honoré, I leave a *Sliding Gunter machine* for a curricule—that is to say, the Bar that goes across the two horses to support the carriage. It is of steel japaned. Mr. Anderson is making the saddles for it. These are not to be sold with my curricule, &c. &c.

I owe Mr. A. about 300 livres, assignats, for a little Cabriolet-saddle and girth, &c. I wish you to be so good as to pay him what you think reasonable.

I send you likewise two bills of Ex. for account of our mutual friend, Daniel Parker, Esq. for 100,000 livres each, due on the 1st Vendemiaire. They are endorsed in blank by St. John—I wish you to do the needful for them, and pass them to the credit of our said friend. Adieu, NAT. CUTTING.

P. S. If Mr. Chavanne, Wheelwright, in the Rue de Baque, should call on you for the amount of a set of chariot wheels, which I have requested him to purchase for me, I pray you be so kind as to pay him and pass the same to my debit.*

No. 387.

[From Mr. Vans' "Appeal to the Public," published in 1827, and adorned with cuts—p. 21.]

Wm. Hall's Deposition.

Eighth proof is the deposition of William Hall, wharfinger to John Codman, who makes *oath* before Ben. Parsons, Justice of Peace, that John & Richard Codman were co-partners in France, *that his books would prove it.*†

I, William Hall, of Boston, being of lawful age, do depose and say, I was employed by the late John Codman, Esq. deceased, as

* Now as it cannot be denied that all this was a *commission business*, Mr. Cutting must of course have supposed *John* Codman accountable for his curricule and Sliding Gunter, no less than Richard. The end of all these business transactions, however, appears in the following item of Richard Codman's Surrender in Bankruptcy. "Due from Nath'l. Cutting of Paris, principal and interest, by his note, &c. about 14,000 livres." See No. 348.

† These books have been produced, and prove clearly that there was no co-partnership in France, and that Richard Codman's business in Europe was an agency merely, so far as he undertook to act for J. & R. Codman.

wharfinger, for several years, until his death, and was living with him at the time he returned from France, heard him speak many times of the transaction made by Richard Codman in France with William Vans, which transaction he said he feared he were implicated as a co-partner. In every instance when he spoke of Mr. Vans, said he had done much business with him, always found him a man of strict honor, would take the word of Mr. Vans as soon as any man in Boston. He also said the notification put in the public papers in Boston, by him, was done *without the knowledge or consent* of Richard Codman, that he feared this notification was not sufficient to exonerate him as co-partner. Many more observations he made, but never reflected on honor or character of Mr. Vans, but said it was an unfortunate affair, how he should come out he could not tell.

In witness whereof I have set my hand and seal, this 23d June, 1825. (Signed) WM. HALL.

Suffolk ss. June 23, 1825. Then personally appeared the above named William Hall, and made oath to the truth of the foregoing statement, by him signed before me,

BEN. PARSONS, Justice of the Peace.

No. 388.

Record of the Conviction of William Hall.

COMMONWEALTH OF MASSACHUSETTS.

CITY OF BOSTON, to wit: At the Police Court of the City of Boston, holden within and for said Boston, on this ninth day of September in the year of our Lord one thousand eight hundred and thirty-one, William Hall of said Boston, labourer, is brought before said Court by virtue of a warrant in due form of law issued by said Court under its seal, on the seventh day of September instant, to answer to the Commonwealth of Massachusetts, on the complaint under oath of Thomas Sampson of said Boston, Trader, that he the said Hall on the seventh day of September in the year of our Lord one thousand eight hundred and thirty-one, at Boston aforesaid, with force and arms, was and is a dangerous and disorderly person, and then and there contriving and intending to disturb the peace of said Commonwealth, did in the hearing of divers peaceable citizens, utter loud noises and exclamations and did utter many threats, to the great disturbance of divers peaceable citizens in the neighborhood thereof residing, passing and being. And the said Sampson on oath as aforesaid further complains that said Hall, at said Boston, on said seventh day of September, is a Vagabond and idle person, and on divers days and times within six months last past has wandered about from place to place, neglecting all lawful calling and employment in evil example to all others in like case to offend against the peace of said Commonwealth and the form of the statutes in such case made and provided. Which complaint being read to and heard by the said Hall, he the said Hall is asked by the Court whether he is guilty or not guilty of the offences charged upon him in man-

ner and form aforesaid, who pleaded and saith, that he is not guilty, and thereof puts himself on trial; and the Commonwealth doth the like by said Sampson, but after hearing divers credible witnesses duly sworn to testify the whole truth relating to the premises, and fully hearing and understanding the defence of the said Hall, it appears to said Court that said Hall is not guilty of the offence charged upon him in the *first* count thereof, but it appears to said Court that said Hall *is guilty* of the offence charged upon him in the *second* count thereof, to wit: of being a *vagabond and idle person*. Wherefore it is considered by said Court that the said Hall for the offence aforesaid be committed to the House of Correction for the County of Suffolk, situated in said Boston, there to be kept and governed according to the rules and regulations of the same for the term of three months. And that he stand committed accordingly.

Attest, THOMAS POWER, Clerk.

A true Copy,

Attest, WM. KNAPP, Ast. Clerk.

No. 389.

Depositions of Artemas Simonds and Thomas Seward respecting William Hall.

I, Artemas Simonds of Boston, in the County of Suffolk and Commonwealth of Massachusetts, do on oath depose and say, in answer to interrogatories proposed to me as follows, viz:

Interrogatories proposed by James L. English, Esq. Counsel for Stephen Codman of said Boston, as he is executor of the last will and testament of John Codman, late of said Boston, Merchant, deceased, and administrator on the estate of Richard Codman, late of said Boston, merchant, deceased.

First Interrogatory. Do you hold any office under the City Authorities, if yea, what and how long have you held the said office?

Answer. I hold the birth of Superintendant of the House of Industry, and have held the said office since the first of April, A. D. 1831.

Second Interrogatory. Whether or not one William Hall is an inmate of the House of Industry—if yea, when did he come there?

Answer. I found him in the House when I went there. By the book kept at the house, I find that he deserted by breach of liberty May 30, 1831—and probably was out some days before he was so entered. He entered the house again by the Record, Sept. 2d, 1833, and has been there ever since, except as he has occasionally been out on liberty.

Third Interrogatory. If you have a copy from the Records of the House of Industry of the entries relating to said Hall, please produce the same.

Answer. The following is a copy of minutes which I took from the Records this morning and which I believe to be correct, but

which I should not be willing to swear to without comparing it with the book—

	Age.	Admitted.	Discharged.
Wm. Hall	61	Nov. 11, 1825.	Sept. 15, 1826.
		Aug. 28, 1827.	Jan'y 1, 1828.
		Jan'y 3, 1828.	Oct. 20, 1828.
		Dec. 21, 1829. [deserted breach of liberty	May 30, 1831.]
		Sept. 2, 1833.	Remains.

Fourth Interrogatory. How long have you known said Hall?

Answer. Only at the House of Industry, since I have been there.

Fifth Interrogatory. What is his reputation for truth and veracity?

Answer. As to his reputation abroad I have no knowledge.—My meaning is that my knowledge of him has been in the House of Industry, since April 1831. I never knew him until I found him in the House. *I should say his reputation was bad*, but I should wish to say it with some explanation—he is aged and I should say *childish—visionary—and at times I have taken him to be insane.*

[Mr. Child as Counsel for Mr. Vans, after the witness had proceeded thus far, objects to all the latter part of this answer which follows after the first sentence.]

Cross-Interrogatories proposed by David L. Child, Esq. Counsel for Wm. Vans of said Boston, Gentleman.

First Cross-Interrogatory. What do you understand by reputation, if you have no knowledge of Mr. Hall out of the House of Industry.

Answer. By reputation I understand good name or character. By reputation as used in my last answer, in which I speak of Hall's reputation as bad, I mean his character with myself and the other officers of the House. I do not mean the paupers, because they will say almost any thing of each other.

ARTEMAS SIMONDS.

COMMONWEALTH OF MASSACHUSETTS.

County of Suffolk ss. City of Boston. This 18th March, 1835, personally appeared before us the subscribers, two Justices of the Peace, in and for the County of Suffolk, Quorum Unus, the aforesaid deponent, and after being carefully examined and duly cautioned to testify the whole truth and nothing but the truth, made oath that the foregoing deposition by him subscribed is true, taken at the request of Stephen Codman of said Boston, as he is Executor of the last will and testament of John Codman, late of said Boston, Merchant, deceased, and Administrator on the estate of Richard Codman, late of said Boston, Merchant, deceased, to be preserved in perpetual remembrance of the thing. And we duly notified Wm. Vans of said Boston, Gentleman, as will appear by the annexed notification under our hands and seals and the officer's return thereon. The said Vans was the only person whom we knew to be interested in the property whereto said deposition

relates. The said Vans was present by his Attorney, David L. Child, Esq.

WM. I. HUBBARD,
FRANCIS O. WATTS.

Fees, Magistrates	3,
Officers,	,34
Deponents,	,33
	<hr/>
	3,67
	<hr/>

I, Thomas Seward of Boston, in the County of Suffolk, and Commonwealth of Massachusetts, do on oath depose and say in answer to Interrogatories proposed to me as follows, viz:—Interrogatories proposed by James L. English, Esq. counsel for Stephen Codman of said Boston, as he is Executor of the last will and testament of John Codman late of said Boston, merchant, deceased, and administrator on the estate of Richard Codman late of said Boston, merchant, deceased.

First Interrogatory. Do you hold any office under the city authorities, if yea, what and how long have you held the said office?

Answer. I am Assistant Superintendant of the House of Industry, and have held the office 'twill be twelve years next November.

Second Interrogatory. Whether or not one Wm. Hall is an inmate of the House of Industry—if yea, when did he come there?

Answer. Said Hall is an inmate of the House, he came there in 1825 the first time; I think in the month of September, it was in the fall of the year. He is the only person of that name who has been in the House since I have been there.

Third Interrogatory. How long have you known said Hall?

Answer. Since he first came into the House.

Fourth Interrogatory. What is his reputation for truth and veracity?

Answer. I never knew any one that would ever believe him. His reputation is bad—the officers of the House will never believe his stories, nor will the inmates.

Fifth Interrogatory. Whether or not you would believe said Hall under oath.

Answer. No. I would not.

THOS. SEWARD.

COMMONWEALTH OF MASSACHUSETTS.

County of Suffolk ss. City of Boston. This 18th March, 1835, personally appeared before us the subscribers, two Justices of the Peace, in and for the County of Suffolk, Quorum Unus, the afore-said deponent, and after being carefully examined and duly cautioned to testify the whole truth and nothing but the truth, made oath that the foregoing deposition by him subscribed is true, taken at the request of Stephen Codman of said Boston, as he is Executor of the last will and testament of John Codman, late of said Boston, Merchant, deceased, and Administrator on the estate of Richard Codman, late of said Boston, Merchant, deceased, to be preserved in perpetual remembrance of the thing. And we duly

notified Wm. Vans of said Boston, Gentleman, as will appear by the annexed notification under our hands and seals and the officer's return thereon. The said Vans was the only person whom we knew to be interested in the property whereto said deposition relates. The said Vans was present by his Attorney, David L. Child, Esq.

WM. I. HUBBARD,
FRANCIS O. WATTS.

Fees,	Magistrates,	3,
	Officers,	,34
	Deponents,	,33
		<hr/>
		3,67
		<hr/>

No. 390.

[From Mr. Vans' Pamphlet of 1813, addressed to the Senate, &c. page 19.]
Letter from John Lowell at Paris, to William Vans.

PARIS, 30th Messidor, or 1805.

SIR,—Your note, by mistake dated to-morrow, reached me this morning. Nobody could have been more explicit than I have been to every application made to me in your behalf—that I had *no authority to interfere* in the affairs of Mr. Codman, and that *until I had such authority I should not interfere further than to qualify myself to form a correct opinion.*

The sentiments I have repeatedly expressed in favor of an adjustment are sincere. In no case do I ever permit myself to act with insincerity; and every man who treats with me must treat upon that principle.

I have written Mr. Stephen Codman, the Executor, and have given him as dark a picture of your expenses and delays of justice as I thought they deserved, and have recommended that he should authorise a compromise.* I have even intimated that much ought not to be hoped for after payment of all charges. But I have not given, and shall not give, specific opinions as to quantum, because I have not had the requisite information whereon to ground such an opinion. I regret that the time presses so much; it is the effect of accident, and not my fault. I repeat that I wish a compromise—shall always recommend a liberal one. Whether you will so esteem it I cannot tell.

(Signed)

JOHN LOWELL.

* On the production of the original before the Committee of 1835, it appeared that in the place of the word printed "your" was a contraction commonly used for "the"—which is most likely to have been the word intended. Yet the whole use which Vans makes of the letter lies in this word *your*—which he has manufactured himself.—Mr. Child says that the letter containing the dark picture was called for in the Committee of 1833 and not produced. Before the Committee of 1835, however, it *was* produced and it will be found below, No. 392.

No. 391.

[ORIGINAL.]

*A Letter from John Lowell to Charles R. Codman.**

BOSTON, March 10, 1824.

C. R. Codman, Esq.

DEAR SIR,—Mr. William Vans has lately published a new edition of his slanders against your family. It is no longer a question of interest in a *pecuniary* view. He has *long since, deliberately and solemnly* renounced all pretensions of right. But he has attempted to impeach the piety, purity, and even the morality of your excellent brother, Dr. Codman, thereby endeavoring as far as the slanders of such a man could go, to diminish his just and well merited weight in a profession of the highest importance to society, and upon the unsullied reputation of which, a very important portion of our national and individual happiness depends.

Entirely unsolicited by any of your family, I think it my duty to state the real facts of the case; not that I would leave it to be inferred, that it is proper that an appeal should be made to the public,—but that you should have the testimony of a disinterested witness to be used, whenever it may be necessary.

No man living has so intimate a knowledge of the facts in the case as I have. It was by my advice that your father dissolved the copartnership in 1798, and published the dissolution in the public papers *two years before* the contract of Mr. Richard Codman with Vans was entered into.†

Neither Vans nor Richard Codman at the time of making that contract conceived that your father was a party to it. Three years after the contract was made, your father went to Paris to secure his *own* debt against your uncle. He saw Vans often and corresponded with him. He made no pretension of claim against your father, who was then opulent. Your father's letter to Vans published in the late pamphlet, so far from proving that your father considered himself a party to the contract, proves the very reverse. It proves (and no evidence can be better,) that he considered it a *private* concern of Richard Codman with Vans.

A letter from me is also published, and there never was a greater perversion of facts, and of well known and admitted truths, than producing that letter, as an evidence that I admitted that Vans had any claim whatever on your father's estate. The truth was that your father went to France to secure a *large debt*, due to him by his brother. He obtained of Richard Codman deeds of large estates in France. Subsequent to this conveyance to secure a debt *entirely* just, Vans attached the estates so conveyed to your father for a *private* debt due to him from Richard Codman. The only question in the courts of France was—whether John Codman, your father, being one creditor, or Vans, another creditor, should hold the estates.

* Frequently published, *with variations*, by Mr. Vans.

† That is two years before the date of R. C.'s obligations.

I was requested on my arrival in France to inquire whether the claims of Vans against *Richard Codman* were just, and whether your father's estate could expect any thing from that source. There was never a question agitated as to your father's personal responsibility for the debt. Mr. Vans proposed to me that if the Executor of your father would pay 20,000 dollars he would release the estates attached by him, *honestly conveyed* to your father, valued as he (Vans) said, at 80,000 dollars, leaving to your family a net sum of 60,000 dollars. It was to this *compromise* I referred in my letter. It was simply how much you should *acquire* or gain, not how much your father's estate *should pay*.

This is the simple and true state of the question. With this explanation my letter is intelligible, without it, it becomes perfect nonsense; for after saying that I had advised the executor to empower me to make a *compromise*, I add instantly, "*that much ought not to be hoped for after paying all charges*," evidently showing that the simple question between me and Mr. Vans was—how much your family would *receive*, not how much they *should pay*.

I now solemnly declare that such was my own understanding at the time,—such my distinct declarations to Mr. Vans—that this took place *TWO YEARS before the statute of limitation took effect*, and when Mr. Vans had ample time to see your father's executors, if he had thought he had even the *shadow* of a claim.

Nothing prevented him from leaving France, for these *two years*—CERTAINLY nothing from directing suits to be brought *here*, but the consciousness that he never had any claim *whatever* against your father. That he never had any such claim, either *legal* or *equitable*, I am convinced—and the attempt to injure the just fame of your brother, (then a minor,) having no agency in the settlement of the estate, deserves only the reprobation, which every man of virtue and just feelings will bestow upon it.

Yours, with great regard,

JOHN LOWELL,

No. 392.

[ORIGINAL.]

Letter from John Lowell to Stephen Codman, containing the "Dark Picture."

PARIS, July 6th, 1804.

DEAR SIR,—Just upon the eve of my departure, you said something to me of the state of your brother's affairs in France. I replied, that I should stay some considerable time in England, and this terminated your conversation.

I now regret exceedingly that nothing more transpired. Feeling as I do, a deep interest in the welfare of your brother's family, I am extremely sorry that I have no power to settle this unpleasant dispute.

I have seen Vans, who is as tired of law as his opponents, and who desires a settlement. I have also waited on Mr. Babbit,* your brother's agent, who agrees in the opinion that a compro-

* Babut.

mise is essential to the interest of both parties—that the expenses exceed belief—and that a large part must be borne by your brother's estate.*

I hope some powers will arrive either to me or Mr. Babbit during my residence here. If not, I shall leave my address here, and Mr. Babbit can, if necessary, consult me by letter. I shall return to France next March, and if it is not previously adjusted, I will contribute my aid, if you wish it.

I am to have a full state of the case laid before me by your brother's lawyer for my opinion, which I will communicate to you, but I thought I would not let this opportunity pass to let you know my general view of the importance of a compromise.

I have the pleasure to be, respectfully,

Yr. friend and serv't,

JN. LOWELL.

Be pleased to present Mrs. Lowell's, Miss Amory's and my own respects to your Mrs. C., and our ardent love to our sister C — and children.

No. 393.

John Lowell's Affidavit, used before the Committee of 1835.

I, John Lowell of Roxbury, in the County of Norfolk, Esquire, do testify and upon oath declare that in the spring of 1798, the late John Codman, Esq. called upon me to ask my advice as to the dissolution of the copartnership then subsisting between himself and his brother Richard Codman under the firm of John & Richard Codman, and Mr. S. Codman expressing a wish for the opinion of my father also, who had been for nearly 20 years the counsel of Mr. John Codman and his brother-in-law, I went with Mr. Codman to my father's, and a full discussion of the expediency and the legality of such a measure took place. *We advised Mr. John Codman to dissolve the said copartnership, expressed our opinion of his right to dissolve it, and pointed out the mode of announcing it.*† The motives and grounds were the state of affairs between this country and France, a dissatisfaction with his brother's not making remittances, and with Mr. Richard Codman's speculations in France, and keeping Mr. John Codman in the dark as to the course he was pursuing.

I never was consulted by John Codman either before or after his return from France touching any affairs in which Wm. Vana was concerned. I never was consulted by the executor of John

* A large part of the expenses of the litigation must be borne by your brother's estate. No other danger to John Codman's estate was apprehended, than that the cost of the suit might be more than the property in dispute and the chance of success were worth. That John Codman's estate could be holden to pay Richard Codman's debt was an idea never dreamt of. See No's 391 and 393.

† This piece of testimony alone is sufficient to prove both the reality and the legality of the dissolution. If it had been a doubtful point, it would neither have been advised by such advisers without qualification, nor would the measure have been adopted by a man of John Codman's marked prudence without first obtaining Richard Codman's consent, and publishing the fact in France, if he had been told that these steps were needful.

Codman touching any dispute with Wm. Vans. When I sailed for Europe in October 1803, I was wholly ignorant of the nature of any dispute between Richard Codman and Wm. Vans, or between Wm. Vans and John Codman.

My sole object in going to Europe was the recovery of my health. When I arrived in Paris early in July 1804, I had received neither power, nor instructions, nor request from the executor to interfere in any affairs with Wm. Vans.

As soon as I arrived in Paris Wm. Vans called upon me and wished to know if I had any authority or instructions from the executor. I told him that I had not. He asked if I had any objection to hear his statement and to send his proposals to Stephen Codman. I told him that I would so do if it was his wish. I heard his story. It was a dark picture, indeed, of the expenses and delays of the French Courts. His object was to induce Stephen Codman to *make him a cash payment in consideration of his relinquishing his attachments on Richard Codman's estates*, and the scope was to satisfy me, that by so doing, *the heirs of John Codman would realize a large sum of money out of the sale of Richard's estates*. A few days afterwards Mr. Vans wrote to me to enquire if I had performed my promise of writing to Stephen Codman. I replied by a note which Mr. Vans has either partially or wholly published, that I had; and the dark picture therein referred to was *Mr. Vans' dark picture*, for it came from him only or chiefly. It referred wholly to the dispute then pending, *whether John Codman's conveyances were good against Vans' attachments*, as a private creditor of Richard.

Some time after this discussion, and after my letter to Stephen Codman, I received the first and only letter from Stephen Codman to me, dated about the 8th June, 1804. That letter asked me as a favor to *enquire into* and to let him know *the state of the suit* of Vans in the French Courts, but it gave me no power to interfere, and was so expressed that I should not have dared to interfere. I now distinctly declare that *I never did interfere*. I never did interfere, nor did I ever *counsel any delay* in the case; nor do I believe that the case ever was delayed an hour by the effect of any act done by me.* I never received any reply from Stephen Codman.† But I was not surprised at it, nor have I ever asked the reason of it. I knew that Mr. Amory, who was my brother, and Mr. S. Codman's counsel, was well informed of my movements; and that before a reply could possibly reach me

* Mr. Vans commonly represents Mr. Lowell as an agent of the executor and heirs of John Codman, sent out to France for the express purpose of devising schemes to keep Vans there till the Statute of Limitations could be pleaded.

† This is what Stephen Codman *did* to detain Mr. Vans in France. That is, he did *nothing*. He caused *inquiry to be made* as to the state of the suit, with the view of learning whether anything was likely to come to the estate from that quarter. But finding this doubtful, and fearing to commit the estate, if he interfered, by incurring expenses "beyond belief," without any adequate return, he declined acting at all. Mr. Child represents this as a breach of trust. But his trust was to administer *here*. He had no letters of administration in France, and was under no obligation to procure them.

I should be in Italy, whence I did not return to Paris till the year following, viz. 1805. I did not consider myself as acting as *counsel* to Mr. Stephen Codman, but simply as a *friend*. I read all the French proceedings shown by Vans, which had then been had; but *they never suggested to my mind any idea of a claim of Wm. Vans on John Codman as a joint debtor with Richard*. From the time of my arrival in France (the year after the death of John,) until the embargo in 1806, there never was the slightest interruption to the intercourse between Paris and Boston. In 1804 and 1805 my correspondence was generally through Paris—even when in Italy—and met with no delay or interruption. And in 1806 I sailed from France, Bordeaux to Boston. After a lapse of thirty-one years I beg to state that my memory may be imperfect as to the order of events, but the above is substantially correct and is made to the best of my recollection and belief.

JOHN LOWELL.*

SUFFOLK ss. Boston, March 20, 1835.

Sworn to before me, J. A. LOWELL, *Justice of the Peace*.

No. 394.

[ORIGINAL.]

A Release in full by Wm. Vans of all claims on the estates of John and Richard Codman.

To all people to whom these presents shall come, Wm. Vans of Boston in the County of Suffolk, in the State of Massachusetts, Merchant, sends Greeting:

Whereas the said Vans and the lady then his wife, both, or either of them, many years since, in France, delivered to Richard Codman, then residing in France, certain estates, effects and credits, concerning which the said Vans alleged that John Codman, formerly a copartner with said Richard at said Boston, was responsible, which allegation the said John Codman, deceased, his representatives and assigns, have ever denied;† and the said Wm. Vans, being now willing to accept the sum of five hundred dollars in full satisfaction and discharge of said claims, and Catherine Codman, the widow of said John Codman, in order to avoid cost and trouble,‡ hath in behalf of her minor children consented to pay the said sum.

* Some months after the hearing at which this affidavit was used, Mr. Vans revenged himself by assaulting and beating this respectable witness in the public streets, and then had the effrontery to publish in the newspapers a statement that Mr. Lowell had assaulted him with a cane which he *presumed* had a sword in it! For this wanton outrage, committed upon a person who had no interest whatever in the subject of Mr. Vans' claims, Mr. Vans was indicted by the Grand Jury of Suffolk, and took the benefit of a *jury trial* in the Municipal Court of Boston, where he was convicted and bound over to keep the peace. See the Records of the Court for March, 1836.

† Mr. Vans sometimes pretends that this Release was *on condition* that if John & Richard Codman were partners it should be void. It will be seen that there is no such thing in the instrument.

‡ The motive of the payment of \$500 is here distinctly stated. It is not an unconscionable purchase, as Mr. Child argues, of \$500,000 for \$500, but a payment of \$500 to avoid future cost and trouble about a claim worthless both at law and in equity.

Now know ye, that the said William Vans, for and in consideration of the said sum of five hundred dollars to him in hand paid by said Catherine Codman of said Boston, widow, and the sum of one dollar in hand paid by Stephen Codman, of said Boston, merchant, Executor to the will of John Codman, and administrator of the estate of Richard Codman, the receiptwhereof he doth hereby acknowledge, doth hereby RELEASE, ACQUIT AND DISCHARGE the said Stephen Codman, Executor and Administrator aforesaid, and the Estates of said John and Richard Codman, their heirs and assigns, FROM ALL ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS of every name and nature whatsoever, both as concerns himself and said Wife, or otherwise howsoever.*

In witness whereof said William Vans hath hereunto set his hand and seal this fourteenth day of April one thousand eight hundred and eighteen,† having also signed one other instrument of the same tenor and date. WILLIAM VANS. [SEAL.]

Signed, sealed and delivered in the presence of

JOHN WINSLOW,

STEPHEN GORHAM.

SUFFOLK SS. APRIL 21st, 1818. Then William Vans acknowledged the above instrument by him subscribed, to be his free act and deed.

Before me, STEPHEN GORHAM,
Justice of the Peace.

No. 395.

A spurious and false copy of the Release as published by Wm. Vans.

[From a Pamphlet of his published in 1824, entitled "A new Edition of the Demand of Wm. Vans," &c. p. 4.]

"Whereas William Vans, some years past placed in the hands of Richard Codman, in France, certain Estates and credits to a large amount, when the said Vans said that John Codman was copartner with Richard Codman, in the transaction with him, which allegation Mrs. Catherine Codman and the heirs always denied; and as the said William is now barred by the limitation law,‡ he is willing to accept from Mrs. Catherine Codman, the sum of 500 dollars, as a discharge for his claims on the said Catherine Codman.§

Now know ye that the said Vans, for and in consideration of

* This release, it will at once be seen, if fairly obtained, is a complete bar to any claims of William Vans on the estate of John Codman, if any had previously existed. The circumstances under which it was given are disclosed in the deposition of the late Rufus G. Amory, Esq., for which see No. 396.

† At this date Mr. Vans' claim was not only barred by the Statutes of Limitation, but the Legislature, upon repeated applications, had uniformly refused to remove that bar, their Committees reporting that there was no foundation for the claim against John Codman's estate; and finally it had been decided by the Supreme Judicial Court, in the case of Holden vs. James, that such partial repeals of the Limitation Acts were unconstitutional.

‡ There is no such language in the original.

§ Worded as if for the \$500 he had consented to discharge Mrs. Codman, the widow, only.

one dollar in hand,* paid to him by Stephen Codman, the Executor and Administrator of the last will and testament of John & Richard Codman, doth hereby discharge the said Stephen Codman, as Executor to the Estates of John & Richard Codman, this day of April, 1818.† As witness my hand and seal.

WILLIAM VANS.

Witness, JOHN WINSLOW,
GORHAM.

No. 396.

Rufus G. Amory's Deposition respecting the Release.

I Rufus G. Amory, of Roxbury in the County of Norfolk, Esquire, of lawful age, do testify and say, that about ten years ago, *I was addressed by General John Winslow now deceased in behalf of Mr. Vans.†* He represented to me that Mr. Vans was about leaving the town for the South, I believe for Washington, and that he was willing for a small consideration to renounce forever all claim of any kind against the estate of John Codman, Esquire, and the family. General Winslow further observed that it would *even be a charity* to Mr. Vans, under his circumstances, to give him a small sum of money. I observed to General Winslow that Mr. Vans in my opinion had no claim whatsoever against the estate of John Codman, and that he had no claim of a charitable character against the Codman family, because he had defeated in France a conveyance to John Codman which was given for a valuable consideration, and a just debt. The conveyance was from Richard Codman to John Codman, Mr. Vans having by process of law in France obtained an adjudication that the conveyance was a fraudulent one, when I thought that it was founded on a just consideration. General Winslow also observed that *it might save some expense in the law.* Whether he demanded a greater sum than five hundred dollars in the first instance or not, I cannot say, perhaps it might have been one thousand dollars, which he required; *but it was finally concluded that Mr. Vans, for the sum of five hundred dollars, should execute the strongest release which could be written, permitting me to word it in any way I pleased.* I told General Winslow that I would consult the heirs, and probably should recommend the payment of five hundred dollars, *as it would stop all future costs, contention and claim.* On my communication with the heirs, and making that recommendation, they assented to it. A release, such as dictated by me, or some instrument very similar, (I presume the same) *was brought to me as having been executed by Mr. Vans,* and on the receipt thereof, I paid the money, or caused it to be paid, being five hundred dol-

* Representing one dollar as the whole consideration for his discharge of the rest of the family.

† The pretended release, as here published, is so meagre, that it is not strange if persons who had never seen a true copy of the instrument, have questioned its validity.

‡ The movement is from Vans himself, and not from the Executor or heirs of John Codman.

lars. *I had no communication whatever, with Mr. Vans personally, on the subject of the release. I delivered or caused the release to be delivered to Mr. Stephen Codman executor. It was never solicited in any degree on my part, or on the part of the heirs to my knowledge, as it was with some difficulty, by my intervention that they agreed to it.** I think that Mr. John Welles may have spoken to me on the subject in behalf of Mr. Vans; but that he can better testify to. I also remember that in the release, a discharge to Mr. Stephen Codman, as administrator of Richard Codman was contained. *My intention was to make the release final and conclusive; and I caused all the circumstances on which it was founded, to be recited in the release. I am sure the money was not paid from any views of charity, but to obtain a release, if the thing was possible, so as to hear nothing more of Mr. Vans' claim.†* General Winslow represented to me that he came to me at the request of Mr. Vans.

Question, by S. Codman, Esq. Executor of the Will of John Codman.—What authorises you to say, that the conveyance was set aside in France as fraudulent?

Answer. I have no authority except from a general recollection of the French judgment, and I do not mean any moral fraud, but that the deed was given under such circumstances of illegality as made it void.

By B. Parsons, Esq. Counsel of Mr. Vans,

Did you inform General Winslow that Mr. Vans had no claim on John Codman's Estate, because said John was not a partner of Richard at the time of the transaction?

Answer. I have no doubt that I told Mr. Winslow the impressions of my mind on the subject, which were, that the Copartnership was legally dissolved by advertising in the newspapers, and in the same manner by which it was created; having always understood there was no written agreement of copartnership, and further, I always considered that the transaction between Mr. Vans and Richard Codman was an act of personal confidence, and not relative to any mercantile concern. I also knew that Mr. Vans had been in Boston and seen Mr. John Codman, and must have known there was no copartnership, as the letter of credit he had, was not on the old firm of John and Richard, but on John only, and that John Codman refused to grant the credit,

* It is sometimes represented that Mr. Vans was fraudulently induced to execute this paper. Yet it seems that neither the Executor, nor heirs, nor any agent of the Codman family ever saw Mr. Vans on the subject, and that all the communication with him was through his own friend and agent Gen. Winslow.

† To hear nothing more of Mr. Vans and his claim was the whole object of the payment. The consequence has been, that Mr. Vans having got the money not only continues to create all the trouble and expense, the avoiding of which was the sole consideration of the payment, but actually uses the fact as an argument to prove the justice of his claim, as if it were an admission of the adverse party. Why did they want a release, if they were not afraid of his claim? why did they pay \$500, if they did not owe him? &c. &c. This is the best answer to the question sometimes asked, why do not the heirs, since they are able, give something to Mr. Vans who is poor, so as to quiet him? They have done it once, and have seen the base use he makes of it.

which if he had been a partner he would in my apprehension have been bound to accept. And the dates of Mr. Vans' contracts with Richard Codman were after his return from Boston to France, and granted credits to Richard Codman when John refused to credit him.

By same. How did you understand these things?

Answer. From the papers which Mr. Vans insisted on my seeing, being the French judgments.

By same. Does the French judgment show that Mr. Vans looked to Richard Codman alone?

Answer. I do not remember whether the papers declared that they were partners at the time of the contract with Richard or not. I believe not, but that they *had been* partners.

By same. Did you not tell General Winslow that if Mr. Vans ever had any claim, it was barred by the Statute of Limitations?

Answer. Probably I did.

RUFUS G. AMORY.

COMMONWEALTH OF MASSACHUSETTS.

SUFFOLK, ss.—CITY OF BOSTON. On this twenty-ninth day of November A. D. 1828 personally appeared before us, the subscribers two Justices of the Peace in and for said County, Quorum unus, the above named Rufus G. Amory, and after being carefully examined and cautioned, made oath, that the foregoing deposition by him subscribed contains the whole truth and nothing but the truth.

Taken at the request of Stephen Codman, Esq. Executor of the last will and testament of John Codman, Esq. deceased, to be preserved in perpetual remembrance of the thing. We duly notified William Vans of Cambridge in the County of Middlesex, Gentleman, and he was present with his Attorney Benjamin Parsons, Esq.

W. MINOT,
JOHN KNAPP.

Evidence respecting the sale, by William Vans, to great numbers of persons, in small sums, for many years past, of an interest in his claim on the Executor and heirs of John and Richard Codman—commonly called William Vans' Stock.

No. 397.

Appleton Perry's Certificate.

[ORIGINAL.]

Received of Appleton Perry one dollar, to pay him ten dollars when I recover and receive of the Executor and heirs of

John & Richard Codman, five hundred thousand dollars, and in that proportion on what I do recover and receive.

WILLIAM VANS.

Boston, October, 1829.

Deposition of Francis B. Fay.

I, Francis B. Fay, of Chelsea, in the County of Suffolk, and Commonwealth of Massachusetts, merchant, formerly of South-borough, in the County of Worcester, in said Commonwealth, being conscientiously scrupulous of taking an oath, do solemnly affirm and say, in answer to interrogatories proposed to me as follows :

Interrogatories by Wm. H. Gardiner, Esq. counsel for Stephen Codman of said Boston, Executor of the last will and testament of John Codman, deceased, and also Administrator on the estate of Richard Codman, deceased.

First Interrogatory. Has or has not William Vans, at any time heretofore, offered to sell you an interest in a supposed claim of said Vans on the estates of John Codman and Richard Codman, deceased, or either of them ? If yea, state particularly what passed between you.

Answer. Mr. Vans has, *some two or three times*, I can't distinctly recollect which, invited me *to take stock* in his claim against the Codmans, (I believe that is the term he uses,) his terms were one dollar paid, he would give an obligation for twenty dollars, to be paid to the holder of the certificate upon the recovery of one hundred thousand dollars, or in proportion for any sum which might be recovered. As to any particular conversation that passed between us, I cannot state any thing, except that *he was urgent to have me take some of the stock*, to help a poor fellow along, as he said, till he could get something.

Second Interrogatory. Do you know, or have you heard, of any person or persons to whom said Vans has sold, or proposed to sell, an interest in said supposed claim ?

Answer. I have seen a certificate purporting to be signed by said Vans. I have been told by Mr. Artemas Ward of this city, recently of the firm of Ward & Wildes in North Market street, that he or his partner, I can't distinctly say which, had some of the stock ; the certificate purports to be Mr. Ward's alone, I think. Said Vans has also *offered to sell his said stock to my partner*, Lyman Farwell, of this city. I do not personally *know* of his having offered stock to any other persons. I have heard of his selling, or offering his stock to my neighbors, ——— & ———.* I am not certain whether it was a sale, or an offer to them. I have heard that there are certain individuals in this city from whom he receives a regular salary, from some nine pence a piece per week, and from some more. I have understood that ——— & ——— pay him half a dollar a week, the year round ;

* Names of individuals are omitted, except where the fact of their being owners of the stock is unequivocally proved by their own testimony.

I think that is the sum, it may be a dollar. I have understood that ——— & ——— also pay him a certain sum ; my impression is, that it is quarter of a dollar weekly. I have understood there is quite a number, I don't recollect their names, who make him regular payments.* [The witness here states that he may be mistaken in the amount of the sum named by said Vans in his proposal, upon recovering of which he agrees to pay twenty dollars ; he thinks it was five hundred thousand dollars instead of one hundred thousand dollars ; he was at first under the impression that the amount was five hundred thousand *franca*, which is one hundred thousand dollars ; but he now thinks the amount was five hundred thousand dollars.]

Third Interrogatory. Are you or not a member of the Legislature of this Commonwealth ?

Answer. I am at present a member of the House of Representatives of this Commonwealth from the town of Chelsea.

FRANCIS B. FAY.

[Here follows the certificate of William I. Hubbard and Francis O. Watts, Esquires, the magistrates who took the deposition, February 18, 1835, with notice to William Vans.]

Extracts from Artemas Ward's Deposition, taken by the same magistrates, with notice to William Vans.

* * * I once paid said Vans one dollar, for which he gave me a receipt, or note, promising to pay me twenty dollars upon his recovery of five hundred thousand dollars from the executor and heirs of John and Richard Codman. The following is a true copy of said paper : " Received of Artemas Ward one dollar, to pay him twenty dollars when I recover and receive of the executor and heirs of John and Richard Codman, five hundred thousand dollars, and in that proportion on what I do recover and receive. Boston, 8 August, 1831. William Vans." The said receipt, or certificate, was written by said Vans at the time when it bears date, and was then subscribed by him, the paper now produced and exhibited by me, from which the foregoing is copied, is the original document subscribed by said Vans. *I have frequently heard said Vans offer to sell his stock* ; his usual price was one dollar for ten dollars of stock, but I do not recollect any instance of his making a bargain ; my impression is, that my former partner, ———, had a certificate similar to the one which I hold.

Extracts from Samuel B. Pierce's Deposition, taken as aforesaid.

In June, 1830, I received from said Vans a receipt, of which the following is a true copy : " Received of Samuel B. Pierce

* In this way, as well as by the sale of his stock, Mr. Vans has contrived to get a living out of the misguided sympathies of the community, excited by his false statements of a claim to a great property, fraudulently withheld from him by the heirs of John Codman !

one dollar, to pay him ten dollars when I recover and receive of the executor and heirs of John and Richard Codman, five hundred thousand dollars, and in that proportion on what I do recover and receive. Boston, 10 June, 1830. William Vans." I do not know whether Mr. Vans came to me at the time to borrow a dollar and gave me said certificate, or whether he came to sell me an interest in his said claim. Afterwards he came to me to borrow a dollar, which I let him have; he said at first that he would return it, mentioning that he expected to receive it of a certain man in the neighborhood; he afterwards said that he would return the dollar or give me another share in his claim on the Codmans; he never did either. At the time he gave me the receipt *he told me that he had sold several shares*; I think he said that he had sold some to the firm of ———, I won't be positive. I think he said also he had sold shares to ———. I don't recollect that he ever told me of any others at any other time. I think that at the time when I received the certificate from him, he mentioned other firms, but I can't now recollect who they were.

Extracts from Ezra Ames' Deposition.

Somewhere about the year 1830 or 1831, I was in J. W. Merriam's office, who kept a *broker's and exchange office* at the corner of Hanover Street and Marshall's Lane. I saw an old gentleman going out. Mr. Merriam told me it was Mr. Vans, and that *he had been there to sell some of his claims on the Mr. Codmans*. I am not certain whether he said that he bought some or not. I think he said that he did. He told me that *Mr. Vans used to be in there every day or two*. * * I think said Merriam told me he purchased of him. *I think he wanted me to purchase*. The terms were to receive one hundred dollars of the claim when recovered for ten dollars paid. I think that was what Merriam said. I will not be positive; it was something like that.

Extracts from Nathaniel Fisher's Deposition.

Some years ago this Mr. Vans came along by our stall, talking about his property. I can't recollect what his words were exactly; he said his property was in the hands of these Mr. Codmans, and he had no doubt he should get it in some way, through the Courts, or in some other way, I didn't understand how. He said he was poor, but should certainly get his property some time or other; that he found it hard work to get victuals for his family, and wanted me to give him something; he wanted something or other in my line; I gave him *a shoulder of bacon*. I can't recollect whether he gave me any receipt; he said that he would pay me when he recovered from the Codmans. I rather think he did give me some writing, but I can't say for a certainty that he did, and I can't say that he did not; it is rather my impression that he did give me a receipt or certificate of some kind. * * * I think that at the

time that I have mentioned in my former answer, when he applied to me, *he shewed me a list of names of persons who had assisted him*; the only name that I can recollect seeing on said list was that of ———, formerly of the firm of ———. My impression is, that *the list was a list of persons who had helped him, and were to receive a portion of what he should recover from the Codmans.* *

* * [The foregoing examination was had on the third day of March, and an adjournment was then had that the witness might examine among his papers to find, if he has any such receipt or certificate in his possession, as is mentioned in his answer to the first interrogatory. On this fourth day of March, to which time the examination was adjourned, he further testifies as follows.] Since the adjournment yesterday, I have examined among my papers, and find that *I have a receipt signed by said William Vans, which is now exhibited, and of which the following is a true copy*: "Received of Nath. Fisher three dollars, to pay him thirty dollars, if I recover and receive five hundred thousand dollars of the executor and heirs of John and Richard Codman, and in that proportion on what I do recover and receive. March 20, 1829. Wm. Vans." From the amount of three dollars named in said receipt, I presume that I must have given said Vans more than a single shoulder of bacon, as I have mentioned in my answer to the first interrogatory, but I have no distinct recollection in regard to the circumstances.

Extracts from William Fisk's Deposition.

I never made any contract with said Vans; he came to me one morning, and wanted a dollar. I let him have it; *he said he would let me have his scrip.* I told him I didn't want any thing of the kind, when he was able, he might pay. I believe I was called off at the time, and *he left on my bench a paper, of which the following is a copy*: "Received of Wm. Fisk one dollar, to pay him ten dollars when I recover and receive of the executor and heirs of J. Codman and R. Codman, five hundred thousand dollars, and in that proportion on what I do recover and receive. Boston, 11 May, 1831. Wm. Vans." * * * I have heard of some few, that Mr. ——— of Roxbury had some of his scrip; also Mr. ——— of Roxbury. I never heard of any others besides them. I believe that his name is ———. I heard from ——— that he had some.

Extracts from Asa Adams' Deposition.

* * * He never told me any thing about how much, or what proportion of his said claim he had sold, nor what he had realized therefrom. He has *once or twice asked me to purchase his scrip*, but I refused to have any thing to do with it. * * * I believe said Vans did once apply to me *to negotiate a sale of an interest in his said supposed claim*, and I applied to Mr. ——— of Medford, to know if he would buy some of Mr. Vans' scrip. Vans never applied to me more than once, to my recollection. I believe Mr. ——— was the only person to whom I made

any application. I do not recollect what were the terms, if any, which said Vans named to me, nor whether he named the amount he would sell. He applied to me *as a broker*, to see if I could *dispose of any of his scrip*.

Extracts from Watson Freeman's Deposition.

The said Vans some time since, I cannot recollect how long, came into my store, and asked for assistance, he wanted some money. I gave him a ten dollar bill, and *he gave me a writing stating that he had received so much, and promising me a certain sum when he should recover his claims from the Codmans*. This was the substance of it, I don't recollect the language. Thinking it of no value, I put it into the fire. I gave him the money as a matter of charity. * * * ———, since deceased, gave said Vans ten dollars at the same time I did, and received from Vans a certificate similar to that which he gave me.

Extract from Elijah Thayer's Deposition.

* * * About six or seven years ago, I gave him two dollars and a half; *he wanted me then to take some shares in his said claim*, but I declined taking any paper. He has since told me that I had a share or part of a share, or some interest in his said claim. I told him that I had not; he said that I had paid for it. I then recollected giving him two dollars and a half, as I have now stated. I have frequently given him money since, when he has applied to me, but have never taken any of his scrip. What I have given him has been as charity. He told me that he had sold to Mr. ——— a share or part of a share. Mr. ——— was present at the time, and said he had taken part of a share. * *

Extract from William Wildes' Deposition.

Said Vans frequently *importuned me to take a share in his said claim*, and I finally, after having refused several times, *took one share, or a dollar's worth*. I didn't know what it was at the time; he called it *his stock*. He gave me a paper, which I took no care of, and I do not now know where it is. The substance of it, as near as I can recollect, was, that he had received from me one dollar, and promised to pay me twelve dollars when he recovered his claim from the Codmans.

Extract from Joshua C. Bates' Deposition.

I never entered into any contract, nor made any bargain with said Vans, nor took any agreement from him, relative to an interest in his said supposed claim. *He has several times asked me to purchase into the concern*, but I have always declined doing it. I have known of his offering his stock, as I think he called it, to Mr. ———, my partner; but I have no knowledge of his having offered to sell it to any person or persons besides him, nor do I know of any person or persons who have purchased an interest in his claim. *I have agreed to pay him nine pence a week, to assist*

him, as long as he lives, but it is altogether gratuitous, as an act of charity.

Extracts from Joseph W. Taylor's Deposition.

* * * Sometime since, I think it was in the summer of 1829, he wanted our firm of Taylor, Reed & Co. to advance him some money, and to take an interest in his said claim. I think he wanted us to advance fifty dollars, *to help him carry on his suit against the Codmans.* He offered, in case we should advance the sum wanted, *to agree to pay us a large amount in case he should recover his claim.* I don't now recollect precisely how much, it was *several thousand dollars.* He stated to us that he had conversed with Mr. ———, a lawyer in ———, on the subject of his claim; that ——— had examined his papers, and was going to undertake for him. I think that one of my partners, Mr. Meriam, addressed a letter to Mr. ———, to learn his opinion of the claim, that we might know *whether he was likely to recover,* before we advanced him any thing; his answer was such as *rather discouraged us,* and we declined doing any thing after that. * * * I have heard that he has sold an interest in his said claim to the late Mr. ———, of the firm of ———, but I do not know to what amount. Mr. Vans has told me that he had sold an interest in his said claim to Mr. ———, but I do not know to what amount. I do not now recollect that I have heard of any other person or persons, to whom said Vans has sold or offered to sell an interest in his said claim, or who have advanced, or whom he has asked to advance him money on his said claim, or any portion thereof.*

* The extent to which these sales have been made must have been very great, considering what is positively proved, and what is rendered probable, by the foregoing testimony; and, considering also, the great difficulty of *tracing out parties* to a secret transaction of this nature, and the impossibility of getting any one who had embarked in the scheme with *dishonest views of plunder,* (as doubtless many have) to confess the fact. It is only those who advanced their money from motives of mistaken charity, and who are honest in their belief, though founded in error, of the justice of Mr. Vans' claims, and especially those who had *declined* taking the stock offered to them, from whom evidence could be expected. Accident first led to the information that this stock had been offered to Col. Fay, a member of the Legislature, formerly from Southborough, and latterly from Chelsea. This gentleman's testimony disclosed the fact, that Mr. Artemas Ward (not the Hon. Judge of the Common Pleas, but a respectable trader of Boston) held a certificate. A clue being thus got, each witness, who was compelled to testify, found himself obliged to disclose some other person having a similar interest, until the chain of testimony above exhibited was obtained, (generally from unwilling witnesses) and an inquiry, endless in its nature, was pursued far enough to establish, beyond all question, the fact of an extensive sale. An admirable preparative this, for the *jury trial* which Mr. Vans so loudly calls for!

No. 398.

*A Specimen of the innumerable libels published by William Vans.**

To the Reverend John Codman, Doctor of his Church, in Dorchester, State of Massachusetts.

"I dare do all that may become a man ;
Who dares do more is none."—*Shakespeare.*

Boston, June 6, 1826.

SIR,—Mr. Wilson said to me, you declined accepting my draft for 50 dollars, to pay for a suit of Clothes *I wanted more than the Gospel wanted your Missionary assistance.* Being nearly naked, presume it gave you pleasure to hear it. In a former letter I told you a book had been written by me, of 160 pages with Engravings, containing copies of Letters sent you and your family, soliciting in a most humble manner, assistance and payment of a small part of my debt, to keep me and my family from starving ; with the answers given to those letters.—For when I asked Bread, you sent me a stone—when money, you treated my request with the hauteur of a purse proud Doctor of Divinity. The time is arrived, I cease to consider you a minister of the most high, but a minister of the Devil, seeking whom he may destroy ; a scoundrel, that receives property from his father that final Judgments say, was fraudulently taken from me.—(*This you know to be true.*) It is a maxim in Law, the Receivers of stolen goods are as bad as the Thief—in a word Sir, the world will be informed by my book the depravity of you and the Codman family who keep 370,000 dollars of my property. This you know to be true. If it is not then indiet and prosecute me for a *Libel or Ringing Lie*—as you know all that is written to be truth, you do not like to hear—As it proves you to be a Villain. Remember Sir, God will justify the steps I take to prevent you and your family from enjoying my property. *I say and swear it*—not that I mean to threaten or frighten you. I despise you too much to use threats. Mr. Wilson informed me I annoyed you ; (meaning by Walker's Dictionary,) my Letters troubled and vexed you. I am not surprised your conscience is smitten at this Robbery—being a well known fact, the property you live on, and give to different institutions to buy the name of Generous Doctor Codman, belongs to me—that no good moral man would keep—particularly a Reverend Divine, who professes the Christian Religion. Shew this Letter to the Hon. Daniel Webster ; see if he will assist you to *do Injustice*, or countenance your Fraud—Report says he is an honest man. (*I believe it.*) You cannot Bribe him with my money—I am prepared for any thing and every thing *you can do* ;—Being convinced my death will give you and the Codman family *pleasure.* But there is a just God who will make you *all* feel his Wrath before

* This is taken from a printed handbill. Besides the numerous pamphlets, handbills, and placards, printed and distributed by Mr. Vans, abusive and menacing letters innumerable have been sent by him to different members of the Codman family. Even the ladies of the family have not been exempted from this infamous and dastardly persecution.

they die, and force you and them to do Justice.—Until this moment I have treated you with the respect *due* a minister of our holy religion. Your infamous conduct now obliges me to tell you, I consider you a Rascal—and place this Letter in my book that the world may see it. I am Sir, &c. &c.

WILLIAM VANS.

P. S.—I am the great grand son of the Rev'd Dr. Pemberton, formerly minister of the Old South Church. If he had seen you enter his desk, he would have said, (*Codman*,) go out; you preach one thing and practice another—You received property *stolen* from my great grand son, *and you know it*—God is just, if you do not come forward and pay him, the time is not far distant when you will be called to give an account of the Deeds done in the Body,—and hear pronounced that dreadful Sentence of the Law,—Depart from me into everlasting Fire, prepared for the Devil and his Angels. Hear this and tremble; do justice before it is too late. I have been asked where I got my money—have answered this question in a book I printed some time since, and now ask the Rev'd John Codman and his family where they got their money—This question they do not choose to answer—I will answer it and tell them where and how they got their fortune.—The fact that cannot be denied is, the Rev'd Dr. Codman, C. R. Codman, and Codman family *never earned a cent*. The fortune they enjoy was property taken from Wm. Vans, by their Father and uncle Richard Codman, who were copartners, and who were condemned in a court of Justice *for fraudulently taking this property*; they never denied in Print,—altho' William Vans published more than 2000 books, stating this fact.—It is *this* property the Rev. Dr and Charles R. Codman live on, and generously distribute over the state, while William Vans is reduced to mendicacy.—That the Rev. John Codman refused a suit of clothes to cover his nakedness, *as this letter proves*. "Be just, before you are generous," is my maxim.

In a little time my intention is to visit you, meet you face to face, and tell you truths that will not please you unless you pay me. I do not fear you or any of your family, who are cowards; 1000 copies of this letter I am printing to circulate throughout the United States, particularly New Jersey, where Doctor Codman bought his Cap of D. D. with my money, and paid 1000 dollars to the Institution: I give to each Representative of the General Court one of these letters, that every person may know John Codman, Parson of his meeting house in Dorchester, State of Massachusetts.—And know, Sir, the man who tells you these truths dare do any thing to obtain justice.

I have applied to almost *all* the Printers in Boston to notice this Robbery in their papers, have been refused, as they feared so powerful a family and connections would withdraw their names from their subscription. That obliges me to publish this transaction in Books; here then you see the independent papers of Boston.

O tempore! O mores!

Salem, June 1826. Printed for William Vans.

No. 399.

Extracts from records and files of the Court of Common Pleas in the County of Middlesex.

*A Writ sued out by William Vans vs. Stephen Codman, Executor,
Sept. 23, 1828.*

[L. S.] Middlesex, ss. *Commonwealth of Massachusetts.*

To the Sheriff of our County of Suffolk and Norfolk or his Deputy.
Greeting.

We command you to attach the goods or estate of John Codman, late of Boston, in said County of Suffolk, merchant, deceased, formerly partner and jointly negotiating with Richard Codman late of Boston aforesaid, Merchant, deceased, under the firm of Richard Codman, in the hands of Stephen Codman of Boston, aforesaid, notary public, executor of the last will and testament of said John Codman, to the value of *six hundred thousand* dollars, and summon and give notice to said Stephen to appear (if he may be found in your precinct) before our Justices of our Court of Common Pleas, next to be holden at Cambridge, within and for our county of Middlesex, on the second Monday of December next: Then and there in our said court to answer unto William Vans of Cambridge, in our said county of Middlesex, Gentleman, in a plea of trespass, on the case, for that the said John & Richard, at Paris, in the kingdom of France, to wit at Boston aforesaid, on the first day of January, in the year of our Lord one thousand eight hundred and twenty-eight, being indebted to the Plaintiff in the sum of two millions six hundred and fifty-three thousand two hundred and twenty-six francs, of the value of five hundred and thirty thousand six hundred and forty-five dollars, (according to the account annexed,) &c. &c. To the damage of the said Plaintiff (as he saith) the sum of *six hundred thousand* dollars, which shall then and there be made to appear, with other due damages. And have you there this writ with your doings therein.—Witness, Artemas Ward, Esq. at Cambridge, the twenty-third day of September, in the year of our Lord one thousand eight hundred and twenty-eight.*

ABR'M. BIGELOW, Clerk.

Copy attest, E. PHINNEY, Clerk.

Return of attachments made by the Deputy Sheriff in the County of Norfolk.

Norfolk ss. Sept. 20, A. D. 1828. By virtue of this writ I this day

* To this action the Executor pleaded 1. that John Codman never promised. 2. that he was appointed Executor of John Codman's will more than 25 years ago, and gave due notice of his appointment. 3. that more than four years ago he had accepted the trust and given due notice. 4. that Vans had executed a release of all demands. Mr. Vans replied to the 2d and 3d pleas that he gave due notice to the Executor of his demands, and required payment Mar. 30th, 1805;—and to the fourth he replied that the supposed release did not release the estate of John Codman. These replications were demurred to—but without joining in the demurrers, or going to trial on the general issue, Mr. Vans became nonsuit June 28th, 1829.

attached the following described real estate held now in the hands and possession of Richard & John Codman, and supposed to be the property of the late John Codman of Boston, as within mentioned, to wit, the mansion house now occupied by said Dr. John Codman, and the farm and farm house, and all other buildings, lying in Dorchester, and bounded on the westerly side by the Upper road, so called. Also, pews No. 15, 21, 40, 86, 100, 104, 111, 113, in the meeting house of the second parish in said Dorchester. Also, the Vestry at the East end of said meeting house, and the land belonging to the same.*

Fees \$2.

JOHN HOVEY, Dept. Sheriff.

Copy attest, E. PHINNEY, Clerk.

Return of attachments made by the Deputy Sheriff in the County of Suffolk.

Suffolk ss. Boston, 27th Sept. 1828. By virtue of this writ, I this day attached at 9½ o'clock, A. M. all the right, title and interest that the within named John Codman and Richard Codman had in and to the following described real estate situated in said Boston, viz: The large tavern in Hanover street, known as the property of said Codman, also the one in Ann street, with the land and appurtenances thereto belonging. Also, a house in Pearl street, near James Perkin's, and now thought to be the

Also, a house in Bedford street, and one in Bedford square called with the buildings thereon. Also, a house in Pleasant street, and on the Neck. Also, the stores in Kilby street, and the stores in Lindall street, or Lane, and in Liberty Square, known as belonging to said Codman's estate. Also, the houses and stores in Cornhill, near Washington street, known as belonging to said Codman's estate. Also, the house, garden and stable in Chesnut street, now or lately improved by Charles R. Codman. Also, house and land in Wilson's Lane. Also, the wharf sold to the city of Boston for \$100,000.— Also, the house in Sudbury street which John Codman gave by will to his sisters Parmelia, &c. And on the 10th Nov. 1828, I summoned the within named Stephen Codman to appear and answer at court at the time and place within appointed, by giving to him in hand a summons.

Fees. Service 50

H. H. HUGGEFORD, Dept. Sh'ff.

Travel 40

Copy attest,

—

E. PHINNEY, Clerk.

90

Extract from the Records showing a judgment against Wm. Vans for costs.

COMMONWEALTH OF MASSACHUSETTS.

Middlesex ss. At a Court of Common Pleas, begun and holden at Concord within and for the County of Middlesex, on the sec-

* These attachments show the wicked and vexatious character of the suit.— There was no pretence for supposing that any of this property belonged to the estate left by John Codman the father, and Mr. Vans well knew otherwise.

ond Monday of June, being the eighth day of said month, Anno Domini 1829.

By the Hon. David Cummins, Esquire, an Associate Justice of said Court.

William Vans of Cambridge, in the county of Middlesex, gentleman, Pltff. vs. Stephen Codman of Boston, in the county of Suffolk, notary public, Executor of the last will and testament of John Codman, late of said Boston, merchant, deceased, formerly partner and jointly negotiating with Richard Codman late of said Boston, merchant, deceased, under the firm of Richard Codman, Deft. in a plea of trespass on the case, for that the said John and Richard, [&c. as in the writ] to the damage of the said Plff. (as he saith) the sum of *six hundred thousand dollars*. This action was commenced at the Court of Common Pleas holden at Cambridge aforesaid, on the second Monday of December last, when and where the parties appeared, and thence said action was continued to the last term of this Court, and from that time to this. And now the Deft. appears, and the Plff. although solemnly called to come into court, does not appear, but *becomes nonsuit*. It is therefore considered, by the court, that the said Stephen Codman, Executor, as aforesaid, recover against the said William Vans *his costs*, taxed at eighteen dollars and seventy-five cents.

Execution issued July 11, 1829.

Copy of Record,

Attest,

E. PHINNEY, Clerk.

A second writ sued out by William Vans for the same cause of action, Oct. 20, 1829.

COMMONWEALTH OF MASSACHUSETTS.

[L. s.] MIDDLESEX, ss. To the Sheriff of our County of Suffolk, Norfolk and Middlesex or his Deputy, Greeting. We command you to attach the goods or estate of John Codman late of Boston, in said County of Suffolk, merchant, deceased, formerly partner and joint negotiator with Richard Codman late of Boston aforesaid, merchant, deceased, under the firm of Richard Codman, in the hands of Stephen Codman, of Boston aforesaid, Notary Public, Executor of the last will and testament of said John Codman, to the value of six hundred thousand dollars, and summon and give notice to said Stephen to appear (if he may be found in your precinct) before our Justices of our Court of Common Pleas, next to be holden at Cambridge, within and for our county of Middlesex, on the second Monday of December next: Then and there in our said Court to answer unto William Vans of Cambridge in our said county of Middlesex, gentleman, in a plea of Trespass in the case, for that *they* the said John and Richard at Paris in the kingdom of France, to wit at Boston aforesaid on the first day of January in the year of our Lord one thousand eight hundred and three, *they* being then alive and indebted to the Plaintiff in the sum of two millions six hundred and seventy thousand seven hundred and three Francs of the value of five hundred and thirty four thousand one hundred and forty

dollars and twelve cents according to the account annexed. In consideration thereof, then and there promised the Plaintiff, &c. &c. &c. To the damage of said Plaintiff (as he saith) the sum of *six hundred thousand dollars*, which shall then and there be made to appear, with other due damages. And have you there this writ with your doings therein.—Witness, Artemas Ward, Esq. at Cambridge, the twentieth day of October, in the year of our Lord one thousand eight hundred and twenty nine.*

Copy Attest,

ABR'M BIGELOW, Clerk.

E. PHINNEY, Clerk.

Return of attachments made on this writ.

SUFFOLK, ss. Boston, 14th Nov., 1829. By virtue of this writ I this day attached at 1 o'clock, P. M. by the direction of the Plaintiff the following described parcels or pieces of real estate situate in said Boston, viz. 1st. A large tavern with out houses in Hanover street now occupied by Earl as a Tavern. 2d. A large house and out houses in Ann street occupied as the Eastern Stage Tavern. 3d. House in Pearl street formerly John Codman's but sold and now occupied as the Athenæum in Boston. 4th. Houses belonging to the widow Codman in Bedford street and place. 5th. Houses in Pleasant street. 6th. Stores in Kilby street, Lindel's lane and Liberty Avenue now occupied by Charles R. Codman. 7th. Charles R.'s house in Chesnut street. 8th. Rev. John Codman's house in Chesnut street. 9th. Houses and Stores on Washington Street Cornhill No. 42, No. 44, and 48. 10th. Houses in Wilson's lane. 11th. Wharf sold to the City for 100,000 dollars.† 12th. Houses in Sudbury street, &c. And on the said 14th November I notified and summoned the within named Stephen Codman to appear and answer at Court at the time and place within appointed by giving to him in hand an attested copy of this writ.

Fees, Service,	,50
Copy,	1,00
Travel,	,16

\$1,66

H. H. HUGGERFORD, Dep. Sheriff.

Copy,

Attest,

E. PHINNEY, Clerk.

Extract from the Record showing a second judgment against Wm. Vans for costs.

COMMONWEALTH OF MASSACHUSETTS.

Middlesex, ss. At a Court of Common Pleas begun and holden at Concord, within and for the County of Middlesex, on the second Monday of September being the thirteenth day of said month, Anno Domini, 1830.

* To this second suit commenced immediately after Mr. Vans had become nonsuit in the first, the defendant pleaded precisely as before, and the plaintiff on the 13th Sept. 1830 became nonsuit.

† The same on which the City Market now stands.

By the Hon. John M. Williams, Esquire, an Associate Justice of said Court.

William Vans of Cambridge in the County of Middlesex, gentleman, Plaintiff, vs. Stephen Codman of Boston in the County of Suffolk, Notary Public, Executor of the last will and testament of John Codman late of said Boston, merchant, deceased, formerly partner and joint negotiator with Richard Codman late of said Boston, merchant, deceased, under the firm of Richard Codman, Defendant in a plea of trespass on the case, for that they the said John and Richard, [&c. as in the writ.]

This action was commenced at the Court of Common Pleas holden at Cambridge aforesaid on the second Monday of December last, when and where the parties appeared, and thence said action hath been continued from term to term to this time. And now the defendant appears, and the plaintiff, although solemnly called to come into Court does not appear, but *becomes nonsuit*. It is therefore considered by the Court that the said Stephen Codman, Executor as aforesaid recover against the said William Vans, his costs taxed at nineteen dollars and ninety cents.

Exec. issued Oct. 8, 1830.

Copy of record.

Attest,

E. PHINNEY, Clerk.

An affidavit of Stephen Codman, Executor, filed in this cause.

MIDDLESEX, ss. Court of Common Pleas, June Term, 1830.
William Vans vs. Stephen Codman, Ex'r.

Stephen Codman, of the city of Boston, Esquire, the defendant in the above suit, maketh oath and saith: that John Codman died in the month of May, 1803, having made his last will and testament, and appointed this deponent Executor thereof—that on the twenty-second of May, 1803, the said will was presented to the Probate Court, and duly proved, approved, and allowed, and the execution thereof committed to this deponent, who immediately gave notice thereof, by advertising and posting notifications thereon, according to law.

This deponent further says, that within the time required by law, he made and returned to the Probate Office an inventory of all the real and personal estate of the testator, which had come to his knowledge, and proceeded to discharge the debts and legacies to the extent of the personal property which came to his hands, the real estate having been all divided by the testator to his wife and children, that in the month of December, 1806, he settled his final account with the Judge of Probate, and afterwards in the year 1810 he settled his final account as executor of the said will, so that for twenty years he has had no property of any kind in his hands belonging to the estate of the said testator.

And the deponent further says, that the said William Vans, the Plaintiff in this action, *having made large and unfounded claims against the estate of the said testator, several years after all claims against said estate had become barred* by the lapse of time and the operation of the statute of limitations, he, this deponent, as his

duty required, utterly refused to admit, allow, and notice the said Vans, or his said claims: that thereupon the said Vans, in the year 1811, presented his petition to the Legislature of this Commonwealth, representing that he had claims to a large amount against the estate of the said testator, which, by lapse of time, and the operation of the statute of limitations had become barred; and praying that he might be restored to his law, and allowed to prosecute his claims, in the same manner, as if the statute of limitations had not intervened. And similar applications were renewed and repeated to the succeeding Legislatures, in the years 1812, 1813, 1814, 1815, 1827, and 1828, all which applications have been denied and rejected by the Legislature. And this deponent further says, that sometime in the year 1818, the said Vans caused proposals to be made to this deponent, and to the widow and heirs of the late John Codman, the testator, that if they would give to the said Vans the sum of five hundred dollars, to enable him to remove with his family from this State to a distant part of the country, he would cease to trouble this deponent, and the widow and heirs of the said testator, and would give a full and absolute release of all claims and demands against them, or either of them, and against the estate of the testator. And thereupon this deponent, and the said widow and heirs, (though they were always fully persuaded that the said Vans had no just claims, either in law or in equity against them, or either of them,) were induced by the hope and the promise of the said Vans, that they should thereby avoid further trouble and vexation, to give to him the said sum of five hundred dollars, and the said Vans at the same time executed a release, which is wholly in his own hand writing, and a copy of which is hereto annexed.

And this deponent further says, that notwithstanding the said release, and the promise of the said Vans, he commenced a suit against this deponent at the December term of this Court, in 1828, upon his pretended claim against the said testator, to which this deponent appeared by his counsel, and filed his pleas at an early day of said term. That the said cause was continued, (as he is informed,) at the request of the said Vans, to the following March term, and again to the June term of this Court, when the said Vans became nonsuit, and judgment was rendered in favour of this deponent for his costs, on which an Execution was duly issued. That the said Vans has commenced another suit for the same alleged cause of action to this Court, and entered the same, to which this deponent has caused an appearance to be put in for him by his counsel, from whom he understands that the said Vans has been called upon to pay the costs of the former suit, and has been informed that a motion will be made to this Court to stay proceedings in the second action, until the costs of the first suit shall be paid; and the said Vans has replied that he was unable to pay, and should not pay said costs.

STEPHEN CODMAN.

SUFFOLK, ss. Dec. 26, 1829. Sworn to before me,
WILLIAM STEVENSON,
 Justice of Peace.

The foregoing are true copies of the papers filed in the case
 William Vans vs. Stephen Codman, Exec'r.

Attest, **E. PHINNEY,** Clerk.

*A short version by William Vans, of the same affidavit, extracted
 from his pamphlet, called "Life of Wm. Vans," &c. published
 in 1832.*

Vans vs. Codman. Stephen Codman, of the City of Boston, the
 Defendant, maketh oath and saith—John Codman died in May,
 1803, having made his last will and testament, and appointed
 your Deponent Executor thereof: and your Deponent further
 says—William Vans, the Plaintiff in this action, made large un-
 founded claims on the estate of said Testator.* After all claims
 had become barred by lapse of time, and the operation of limita-
 tions, he, this depohent, as his duty required, refused utterly to
 admit, notice, or allow the claims of said Vans. That thereupon
 the said Vans, in the year 1811, presented to the Legislature a
 petition, representing he had large claims on the estate of said
 testator, which by the operation of the statute had become barred,
 and prayed he might be restored to his law, and allowed to
 prosecute his claims in the same manner as if the statute had not
 interfered. This and similar petitions were renewed and repeat-
 ed to succeeding Legislatures, in 11, 12, 13, 14, 15, 18, 26, 27,
 and 28, all which were refused and rejected by the Legislatures.

[Signed.]

STEPHEN CODMAN,†

Executor.

Then personally appeared before me, Justice of the Peace,
 Stephen Codman, and made oath the foregoing deposition by him
 subscribed was true.

WILLIAM STEVENSON,

Justice of Peace.

Taken from the Clerk's Office, in the County of Middlesex, in
 the year 1829.

This Deposition proves William Vans made a demand on the
 Executor for the debt due to him by John Codman.

* It will be noted, that Mr. Vans has so altered the language of the original
 as to justify his inference that the defendant admitted that Vans had made his
 demand upon him *in due season*—whereas, the original expressly states that he
 first made his demand on the Executor *several years after all claims were
 barred*.

† This is a fine sample of Vans' publications. He publishes this as an *en-
 tire and literal copy* of the affidavit. It contains *seventeen* lines. The genuine
 document, in the same type, contains upwards of *seventy*. From this fact some
 judgment may be formed what degree of reliance may be placed on his spuri-
 ous documents.

Legislative Proceedings on the Petitions of William Vans.

No. 400.

Certificate of missing Reports against the two earliest Petitions.

By the Journals of the Senate it appears that *leave to withdraw* was reported on the several petitions of William Vans, on the 29th Jan. 1812,* and on the 25th of Feb. 1813,† which Reports were concurred by the House, and are *not to be found* on the files of the Senate.

Attest, CHARLES CALHOUN,
Senate Chamber, } Clerk of the Senate.
Mar. 6, 1832. }

No. 401.

Report of the Committee of New Trials Feb. 25, 1813, referring to the Report of the former Committee.

COMMONWEALTH OF MASSACHUSETTS.

In Senate, Feb. 25, 1813.

The Committee of New Trials, to whom was committed the petition of William Vans, praying that he may be authorised to institute an action against the estate of the late John Codman, deceased, and that for this purpose the statute of Limitations of Actions against Executors and Administrators may be so far suspended—beg leave to REPORT :

That they find that the Petitioner preferred a petition to the last Legislature for the same object. That petition was committed to the *then* Committee of New Trials. *That Committee reported unanimously* that the petitioner should have leave to withdraw his petition. This Report was accepted by both branches of the Legislature. Your present Committee *having fully heard the parties, and examined and considered all the documents and evidence* presented to them by said parties, are *unanimously* of opinion that said petitioner has *no cause of action*, either in law or equity, against the estate of said John Codman, deceased, and that he have leave to withdraw his petition.

Which is submitted by order of the committee,

LEVI LINCOLN, *Chairman.*‡

Read and accepted, sent down for concurrence.

SAMUEL DANA, *President.*

In the House of Representatives, Feb. 25, 1813.

Read and concurred, TIMOTHY BIGELOW, *Speaker.*

* This report was founded upon an examination of the evidence, and was unanimous. See No. 401.

† Of this Report an *attested copy* was fortunately preserved. See No. 401.

‡ This same committee reported *in favor* of Holden's petition, pursuant to which an act was passed purporting to dispense with the general limitation of suits against Executors and Administrators in his favor. This was afterwards decided by the Sup. Jud. Court to be unconstitutional and void. See Holden v. James, 11 Mass. Rep. 396.

COMMONWEALTH OF MASSACHUSETTS.

BOSTON, Feb. 2, 1828.

The foregoing is a true copy from the files of the Senate.

Attest,

PAUL WILLARD,

*Clerk of the Senate.***No. 402.***Report of a Special Committee of the Senate Jan. 14, 1814.*

COMMONWEALTH OF MASSACHUSETTS.

The Committee of the Senate to whom was referred the Petition of Wm. Vans, praying that he may be heard upon the merits of his case, on the floor of the Hon. Senate, have had the same under consideration, and Report, that the Petitioner *have leave to withdraw* his Petition.

Which is respectfully submitted, by order of the committee.

JOSIAH QUINCY, *Chairman.*

In Senate, Jan. 14, 1814. Read, and accepted.

JOHN PHILLIPS, *President.*

BOSTON, Feb. 28, 1832.

A true copy from the files.

Attest,

CHAS. CALHOUN, *Clerk of the Senate.*

The above Report was made by a Select Committee of the Senate, consisting of Messrs. Quincy, White, and Holmes.

No. 403.

Report of a Special Joint Committee of both Houses Feb. 9, 1814, founded upon a re-examination of the evidence.

COMMONWEALTH OF MASSACHUSETTS.

The Committee of both Houses, to whom was referred the petition of William Vans, praying that the Statute of Limitations against Executors and Administrators may be so far suspended as to authorise him to commence a suit at law against Stephen Codman, Executor of the will of John Codman, deceased, have had the same under consideration, and Report *unanimously*, that the petitioner have leave to withdraw his petition. Which is respectfully submitted, by order of the committee.

WENDALL DAVIS, *Chairman.*

In Senate Feb. 9, 1814.

Read and accepted. Sent down for concurrence.

JOHN PHILLIPS, *President.*

In House of Representatives, Feb. 14, 1814.

Read and concurred, TIMOTHY BIGELOW, *Speaker.*

BOSTON, Feb. 28, 1832.

A true copy from the files.

Attest,

CHARLES CALHOUN, *Clerk of the Senate.*

[The above Report was made by a joint select committee, consisting of Messrs. Davis and Richardson of the Senate, and Weld of Boston, Savage of Salem, and Stone of Newburyport, of the House.]

No. 404.*Report of the Committee of New Trials Jan. 26, 1816.*

COMMONWEALTH OF MASSACHUSETTS.

The Committee of New Trials, to whom was referred the Petition of William Vans praying that a New Trial may be granted him against the heirs of John Codman, deceased, have had the same under consideration, and Report, that the Petitioner have leave to withdraw his Petition.

Which is respectfully submitted, by order of the Committee.

JOHN HOLMES, *Chairman.*

In Senate, Jan. 26, 1816.

Read and accepted. Sent down for concurrence.

JOHN PHILLIPS, *President.*

In House of Representatives, Jan. 26, 1816.

Read and concurred. TIMOTHY BIGELOW, *Speaker.*

Boston, Feb. 28 1832.

A true copy from the files. Attest,

CHAS. CALHOUN, *Clerk of the Senate.*

[The above Com. consisted of Messrs. Lathrop and Holmes of the Senate, and Messrs. Greene, of Berwick, Pyncheon of Brimfield, and Davis of Plymouth, of the House.]

No. 405.

Certificate of two other Reports against Petitions of William Vans, made in 1814 and 1816.

In addition to the foregoing Reports, it appears from the Journal and files of the Senate, that a petition of Wm. Vans, committed in the House on the 3d June, 1814, to the Com. on New Trials, came up for concurrence, and was *non-concurred*; and thereupon "Ordered, that the petitioner have leave to withdraw his petition"—which order was concurred by the House on the same day;—and

*On the 19th Nov. 1816, another petition of the same Wm. Vans was presented, on which is the following endorsement:—"Read, and thereupon ordered, that the petitioner have leave to withdraw his petition." "JOHN PHILLIPS, *President.*"

Boston, Feb. 28th, 1832.

The foregoing is correct, as appears by the files of the Senate.

Attest, CHAS. CALHOUN, *Clerk of the Senate.*

* Before this period the decision of the Court in *Holden vs. James* had been promulgated—and no farther petitions of Wm. Vans appear until 1823. In the mean time he had received \$500 from the widow of John Codman, on his assurance that he would never again trouble her or her children about his claims—barred as they were at law—found by several successive committees to have been always unfounded—and upon which, had they been ever so well founded, the Supreme Court had decided that the Legislature could grant no relief. He then executed for this consideration a complete and final release. See No. 394. A few years after, however, he re-commenced his assaults by libellous publications, extensively circulated, and full of every species of falsehood and misrepresentation; which being unanswered, produced some effect on the public mind. Perceiving this, he began to renew his petitions.

No. 406.

Report of a Special Committee of the House of Representatives, Jan. 30, 1828—made without notice or hearing of the adverse parties.

[COPY.]

COMMONWEALTH OF MASSACHUSETTS.

House of Representatives, Jan. 30th, 1828.

The Committee to whom was referred the Petition of William Vans, have attended to the duty assigned them, and beg leave to report, (A)

That they find by the evidence produced *on the part of the petitioner*,* that he lent and placed in trust with Richard Codman, co-partner of John Codman, at Paris, in December, 1798, a large property; and afterwards, viz. in the year 1800, took from said Codman two obligations, all amounting, in 1828, to about 500,000 silver dollars. That said John and Richard Codman, while living, were condemned by the French Courts, in 1801, 2 & 3, and after the decease of John Codman, in 1804, to pay the said Vans the demands aforesaid.† That the suits were continued, at the instance of Stephen Codman, by his agent, in the name of John and Richard Codman, by appeals, from the year 1804 to 1809,‡ denying the demise of the said John Codman, and the Court refusing to admit such evidence as the Plaintiff could produce, of his demise. That on returning to the United States, and demanding payment of the executor and heirs, they denied that John and Richard Codman were copartners; and, if they were, that said Vans had any legal claim on them, being barred by the limitation law. Under these circumstances, the petitioner could discover no means of recovering his property, and of saving himself from absolute mendicity and want, but by petitioning the General Court to suspend the act of limitation, and to let him into the Courts of Justice, for the trial of his claims. He, accordingly, preferred his petition, but was disappointed in the result, it being the opinion of the Committee to whom it was referred, that the Legislature could grant no relief. He has often repeated his application to the Legislature, but with the same result.

Your Committee, deeply sensible of the importance of the case to the petitioner, have anxiously sought to ascertain whether, *in case all the representations made to them were correct*, a remedy could be provided for him by law.

They find, however, that no exception, in the act of limitation, is made in favor of a claimant beyond seas, or who otherwise may be prevented, by circumstances beyond his control, from prosecuting his claims within the time prescribed in said act, against executors and administrators.

* Of course there was no evidence respecting the dissolution.

† All this was founded solely on the representations of Mr. Vans, in the absence of the other party. The judgment itself shows that the representations were false. See No. 343, and the Reports of Committees upon it after hearing both parties. Nos. 412, 415.

‡ All this is likewise founded on Mr. Vans' assertions merely. There is not a particle of evidence to show any interference whatever on the part of Stephen Codman.

They find that the Supreme Court have decided, that the act of limitation cannot be suspended in favor of an individual case; that it must be suspended in toto, to be of any avail.

Under these circumstances, the Committee respectfully ask the direction of the House, what further order shall be had on the said petition.

JOHN BROOKS,

Chairman of Committee.

House of Reps., Jan. 30, 1828. The above report was amended by striking out all after the word Report at (A) and inserting "*that the petitioner have leave to withdraw his petition*"—and so accepted.

P. W. WARREN, *Clerk.*

The above are true copies from the Journal and files of the House of Representatives, for the year 1827—1828;—and I hereby certify, that it does not appear therefrom, that *any order of notice* passed on the said petition of William Vans.

Attest,

L. S. CUSHING,

Clerk of the House of Reps.

No. 407.

Certificate of another MISSING Report against the Petition of Wm. Vans, made June 11, 1828.

In addition to the foregoing statement, the Journal of the Senate shows that a Report on the petition of Wm. Vans, granting leave to withdraw, was accepted, on the 11th June, 1828—which Report has been taken from the files of the Senate.

Attest,

CHAS. CALHOUN, *Clerk of Senate.*

No. 408.

Report of a Special Committee of the House of Representatives, Feb. 15, 1831—made without notice or hearing of the adverse parties.

[COPY.]

The Committee to whom was referred the petition of William Vans, praying the Legislature so far to suspend the Statute of Limitation as to permit him to come into Court and maintain an action against Stephen Codman, executor on the estate of John Codman, late of Boston, who died in May, 1803, and administrator on the estate of Richard Codman, late of Boston, who died in January, 1806, ask leave to report a statement of facts in as brief and lucid a manner as possible, thereby giving the House at one view all the information your Committee have been able to obtain on the subject, to enable the members to judge of the expediency of adopting any measure in relation thereto, with greater wisdom than your Committee.

First.—Said Vans produced two obligations signed by Richard Codman, dated at Paris, in the kingdom of France, in the year 1800; one for 8,415 francs rents per year, equal to 168,300 francs principal—the other for 100,000 francs, which sums at five per cent. the rate of interest on said obligations, amount to near

130,000 dollars. 2d. Vans also produced a document in French, *which your Committee do not understand*, but which, *from the certificate of those acquainted with the language*,* is said to be a judgment rendered in France in the year A. D. 1804, condemning Richard and John Codman, as copartners, *to pay said Vans 45,515 livres* rents per year, of which there is no evidence that said judgment was ever paid, except 500 dollars, for which said Vans acknowledged that he gave a receipt and *agreed not to trouble* the said Stephen Codman any further.

Your Committee further find, that John Codman did by a writing, by him signed John and Richard Codman, virtually acknowledge himself to be a copartner with Richard Codman.† Said Vans says that he resided and lived in France, at the time of taking said obligations, and did continue there until the year 1809, when he came to America, and found that his claim was barred by the Statute of Limitation, (as informed by his attorney.) Said Vans did commence an action *vs.* said Codman, as executor and administrator on said estates, at Cambridge, in Middlesex county, at the December term, 1829—and that said Codman, in his said capacity, did plead the statute of limitation, and the said Vans thereby suffered himself to become non-suit. Wherefore your Committee ask the decision of the House, whether they shall be discharged, or directed to make further report.

B. C. PERKINS, *Chairman.*

House of Reps., Feb. 15, 1831. Committee discharged.

P. W. WARREN, *Clerk.*

The above are true copies from the Journal and files of the House of Reps., for the year 1830—1831;—and I hereby certify that it does not appear therefrom, that any order of notice passed on the said petition of Wm. Vans.

Attest,

L. S. CUSHING,
Clerk of the House of Reps.

NO. 409.

Report of a Special Committee of the House of Representatives, June 15, 1831, made without notice or hearing of the adverse parties.

[COPY.]

The Select Committee of the House to whom was committed the petition of William Vans, have duly considered the same, and ask leave respectfully to Report—

That they are fully satisfied of the validity of the claims which the said Vans has set up against the estate of John Codman, de-

* The certificate here referred to is the certificate of Messrs. Peabody, Blake & Davis, respecting which see evidence, Nos. 341 and 342.

† The writing here referred to is the same printed at No. 374,—dated at a time when the existence of the copartnership of J. & R. Codman is not disputed.

ceased, the details of which are too familiar to the House to require to be here stated:* that the statute of limitation ought to be suspended in this particular case, for the purpose of enabling said Vans to prosecute said claims in the Judicial Courts against the executor on the estate of said John Codman.

Per order,

ICH. EMMONS,
Chairman.

House of Reps., June 15. 1831. The above report was accepted;—but said vote was subsequently reconsidered, and on motion of Mr. Baylies of Taunton, it was ordered that the subject thereof be indefinitely postponed.

The above are true copies from the Journal and files of the House of Representatives for the year 1831;—and I hereby certify that it does not appear therefrom, that any order of notice passed on the said petition of William Vans.

Attest,

L. S. CUSHING,
Clerk of the House of Reps.

No. 410.

Certificate respecting the report of a Special Committee of the House, made in the year 1832, without notice or hearing of the adverse parties.†

I hereby certify, that it does not appear, from the Journal of the House of Representatives, for the year 1832, that any order of notice passed on the petition of William Vans, which was that year presented to the House and referred, and upon which a bill to empower said Vans to prosecute his claims against the executor of John Codman deceased, was passed to be engrossed, and sent up to the Senate for concurrence.

Attest,

L. S. CUSHING,
Clerk of the House of Reps.

No. 411.

Report of the Committee of the Judiciary in the Senate made March 5, 1832.

COMMONWEALTH OF MASSACHUSETTS.

IN SENATE, MARCH 5, 1832.

The Committee on the Judiciary, to whom was referred a bill entitled "An Act to empower William Vans to prosecute his claims against the executor of John Codman, deceased;" and

* This familiarity of the House with the details of the case was derived wholly from the falsehoods and fabrications in *Mr. Vans' own pamphlets*, industriously circulated among the Representatives year after year, with no counter statement on the part of the heirs of John Codman.

† This Committee simply reported a *Bill* which is recited in the Report next below. The bill passed in the House of Representatives, against the protest of a large number of members entered on the Record. A memorial was then presented in the Senate by the Executor of John Codman, praying that it might not pass there until opportunity had been given him to produce evidence.

also, the Memorial of Stephen Codman, Executor of the last will and testament of said John Codman, praying, that the said bill may not be passed until an opportunity is given the Memorialist to produce evidence in regard to the petition of said William Vans, respectfully submit the following

REPORT.

This bill provides, "that William Vans of Boston, in the county of Suffolk, be, and he hereby is authorized and empowered to prosecute his claims in the Judicial Courts, against the executor and the estate of John Codman, late of Boston, deceased, as fully, as if the acts limiting the time within which suits may be prosecuted against executors and administrators never existed, and the said acts are hereby suspended for this purpose, any laws, decisions, precedents, customs or usages to the contrary notwithstanding." The object of the act is to suspend, for the benefit of an individual, one of the existing general laws of the Commonwealth. This, in the opinion of the committee, is a violation of the tenth article of the bill of rights, which declares, "that each individual of the society has a right to be protected by it in the enjoyment of his life, liberty and property according to standing laws."

It has been decided by the Supreme Judicial Court, in a case very similar to the one under consideration founded on a resolve for the suspension of the same statute, (*Holden v. James, Administrator*, 11 Mass. Rep. 396,) *that the Legislature have not authority under the Constitution, to suspend the operation of a general law in favor of an individual.* The committee are entirely satisfied of the justice and correctness of that decision, and with the reasoning of the court upon which it is founded, and they cannot doubt, that the court, on a revision of the question, would come to the same result. Their decision is grounded on correct and well settled constitutional and legal principles. Since that case, the Legislature have not passed any act or resolve to suspend the operation of a general law for the benefit of an individual. The twentieth article of the bill of rights respecting the power of suspending the laws or the execution of the laws, in the opinion of the court authorizes only a general suspension of a law, and not for a particular case. They say, "here the sovereign and absolute power resides in the people: and the Legislature can only exercise what is delegated to them according to the constitution. It is obvious, that the exercise of the power in question would be equally oppressive to the subject, and subversive of his right to protection, according to standing laws, whether exercised by one man, or by a number of men. It cannot be supposed, that the people, when adopting this general principle from the English bill of rights, and inserting it in our constitution, intended to bestow, by implication, on the General Court, one of the most odious and oppressive prerogatives of the ancient kings of England. It is manifestly contrary to the first principles of civil liberty and natural justice, and to the spirit of our constitution and laws, that any one citizen should enjoy privileges and advantages, which

are denied to all others under like circumstances; or that any one should be subjected to losses, damages, suits or actions, from which all others under like circumstances are exempted. There is no doubt, that the Legislature may suspend a law, or the execution or operation of a law, whenever they shall think it expedient. But in such case, the law thus suspended will have no effect or operation whatever, during the time for which it is so suspended."

The Committee, therefore, have not gone into an examination of the evidence, because, if the facts stated in the petition of said Vans were true, and, if he had an equitable claim against the representative of the late John Codman, the General Court does not possess the Constitutional power to authorize him to sustain a suit on a demand, long since barred by the statute of limitations against executors and administrators. They can see no reason why this statute should be suspended, which might not be applied to any general law of the Commonwealth, whenever it could be made to appear that a petitioner had lost his legal remedy by mistake or accident; and it is manifest, that this would produce great uncertainty, inequality, and injustice in the administration of the laws, would greatly weaken their force, and impair the first article of the Bill of Rights, and other constitutional provisions. The citizens of this Commonwealth would not live under the government of equal, standing laws, of universal obligation. If the Legislature have the power to suspend the statute of limitations in favor of one individual, they may shorten the time of limitation under other circumstances, and may suspend the operation of any general law, whether statute or common law, either in favor of, or against an individual, at their discretion.

The Committee have been less inclined to hear the parties, and enquire into the evidence in this case, *as requested by the representative of said John Codman*, because they find, that the subject of the petition was submitted to the consideration of a joint committee of the Legislature, who fully heard the parties, and considered all their evidence and arguments, and unanimously reported, that said Vans had no legal or equitable claim against the estate of said John Codman, which report was accepted by both Houses, in February, 1813*—the same session in which the resolve was passed, to suspend the operation of the statutes of Limitation, referred to in the case of *Holden v. James*, administrator. Although this decision is not conclusive on subsequent Legislatures, it should have great influence in the case of a private claim of this nature. It is not to be supposed that after a lapse of nineteen years, a committee can enquire into the truth of facts, under circumstances so favorable to a correct result.

For the reasons aforesaid, the committee are of opinion that the bill ought not to pass. All which is respectfully submitted by

LEVERETT SALTONSTALL, *Chairman*.

* See this Report, No. 401.

No. 412.

Report of a Special Committee of the House of Representatives, made 21 March, 1833, after a hearing of both parties, and full examination of the evidence, of which an abstract is reported.

COMMONWEALTH OF MASSACHUSETTS.

HOUSE OF REPRESENTATIVES, March 21, 1833.

The Committee to whom was referred the Petition of William Vans, praying that the Law, limiting the time within which Suits can now be brought against Executors and Administrators, may be suspended for his benefit, have attended to the service assigned them, and after a very long and laborious examination of evidence, and an attentive hearing of counsel for the Petitioner and for the Respondent, now present to the House, the following REPORT :

In the year 1791, John Codman (deceased) was a merchant in Boston, of large property and extensive business. In May of that year, he took his younger brother, Richard Codman, then without property, into copartnership with him, under the firm of John and Richard Codman. The Respondent denied that there were any written articles of copartnership—and the Committee have found no evidence that any such ever existed, or that there was any agreement between the copartners, limiting the duration of the connection. The formation of it was announced to the correspondents of John Codman, by a printed circular, in which nothing was said of its terms or continuance. It appeared from the books and accounts of the firm, which were before the Committee, that Richard Codman was, from time to time, credited and charged with one third of the profit and loss of the concern.

In 1794, Richard Codman went to France, and resided at Paris until 1802. The copartnership, however, still continued,* and Richard C. transacted, in France, such business as arose there out of the voyages which originated in America.

It was insisted by the Petitioner, that there was a house established in France, by J. & R. Codman, under the firm of Richard Codman. This was denied by the Respondent, who contended, that Richard C. acted abroad as the agent of J. & R. Codman. The Committee found no evidence of a separate establishment in France, under the name of Richard Codman, in which John Codman had any interest—but it appeared that Richard C. transacted the business of the Boston house in France, sometimes in the name of J. & R. Codman, and sometimes in his own name. On this point, it was proved that he wrote from Havre, orders to the master of the Thetis, a ship belonging to the firm, signed J. & R. Codman; and afterwards wrote further instructions respecting the same voyage, and gave the master a credit on London, in his

* That is, after Richard Codman went to France. The Committee do not mean that it continued *till* 1802. See their conclusions in the latter part of the Report.

own name. The bills, thus drawn by him, being protested, Mr. Church, the American Consul at Lisbon, advanced the amount, on receiving information from the master that the cargo was on account of J. & R. Codman, though purchased on the order of Richard Codman alone. This advance was afterwards sanctioned by John Codman, and the amount repaid by Richard C. by new bills drawn in his own name, and made chargeable to J. & R. Codman. It appeared also, that on another occasion, Richard C., in Paris, drew a bill on London, signed J. & R. Codman—and it was testified by Mr. Melville, (a member of this House,) that it was generally understood in Paris, that Richard C. was a partner with John C. All these things, however, though much insisted on by the Petitioner, seemed to the Committee to be of little importance, because they took place before May, 1798, up to which time it was admitted by the Respondent that J. & R. Codman were copartners, and that the acts of Richard in France, done in the course of partnership business, were binding on John.

In May, 1798, the house of John & Richard Codman appears to have been indebted to Messrs. Baring, their bankers in London, in the sum of more than forty-nine thousand pounds sterling. This debt had accumulated chiefly by bills drawn on those bankers to pay for cargoes to be sent to America. The proceeds of the outward cargoes, which should have gone to replace those funds, appear to have been kept back in a manner which caused John C. to make many complaints to his brother Richard. At the same time, the embarrassment of the political relations between the United States and France excited great apprehension in the mind of John C. concerning the safety of the partnership in France. Assigning this latter reason to his brother Richard, and to their correspondents, John Codman published in the *Columbian Centinel* of the 16th of May, 1798, and in the *Commercial Gazette* of the 2d of May, 1798, a notice of the dissolution of the copartnership, signed by himself, and in the usual form. He also wrote letters to his foreign correspondents, announcing the fact, as he had occasion to address them, and received answers, (several of which were exhibited to the Committee) acknowledging the notice. It appeared by a letter from Messrs. Hombergs of Havre, (who were stated to have been the only commercial correspondents of the house, in France) that they were advised of the dissolution in due time. And a letter from R. Codman to J. Codman was produced before the Committee, of which the last leaf only remained, in which, after speaking of various matters of business, he said—"I observe you have dissolved our partnership. I think the step, in the present situation of affairs, prudent,"—and then proceeded immediately to other remarks concerning the price of merchandize, &c. It did not appear at what time this was written or received; but two letters were produced from John to Richard, giving him notice of the dissolution of the partnership—one of the 1st and one of the 2d of June, 1798—in the first of which, reference is made to a still earlier letter announcing the same fact.

Immediately on the announcing of the dissolution, John C. ceased to use the name of the firm, and transacted all business in his own name—making corresponding changes in his bank account, books of account, letters, and receipts. The Committee see no reason to doubt but that the dissolution was perfectly well known in Boston. Joseph N. Howe, a ropemaker, testified that he furnished cordage to John C. several years after 1798, and was often at his store, and knew nothing of the dissolution, but continued to deal with John C. or J. & R. C. to 1803, and he believed to 1806; but he had not examined his books or papers, to fix dates in his mind, and evidently had no accurate recollection of them; and it did not appear from the books of J. & R. Codman, or the books of John Codman, that Mr. Howe had any dealings with either, after 1797. James Dalton, who was John C.'s clerk from 1801 to May, 1803, (when John C. died,) testified that no business was done, nor bills paid, in the name of J. & R. Codman; and that Mr. Howe had no dealings at the store after he went there. Mr. Dalton also testified, that he never heard of the Petitioner until after John C.'s death.

In 1798, the Petitioner, who was then in Paris, and who appears, by the correspondence laid before the Committee, to have been on terms of intimacy with Richard Codman, proposed to him a speculation on their joint account, in tobacco, to be purchased by the Petitioner, in the United States, by bills on Caspar Voght of Hamburg, on the credit of R. Codman, and to be shipped to France: and as a further security for funds, the Petitioner proposed, in a memorandum of the projected transaction, under his own hand, and produced by the Respondent, that he (the Petitioner) should have liberty to draw on John Codman of Boston, for four thousand pounds, if he could not negotiate his bills on Hamburg.

In January, 1799, the Petitioner left Paris for the United States, by the way of Holland, with the following letters from Richard Codman, viz: a letter of credit authorizing him to draw on Caspar Voght for £4,000, and a further letter authorizing him in case of need, to draw on John Codman for \$20,000, on giving up to him the letter of credit on Voght—also a letter to John Codman, explaining the transaction, and directing him to draw on Voght to reimburse himself for any bills he might accept for the Petitioner—also, letters of introduction to Richard C.'s correspondents in the southern cities of the United States.

In the memorandum above named, this adventure was stated to be one half for account of R. Codman; and it was not contended, before the Committee, that John Codman had any interest in it.

The Petitioner, while at Hague, on his way to the United States, proposed by letter to Richard C. a purchase of gin, to be paid for by bills on John Codman. He also, in Hamburg, drew a bill on Richard C. in favor of Caspar Voght, of which he gave notice to Richard C., by letter dated April 5, 1799.

The Petitioner arrived in the United States in the summer of 1799, and had a communication with John Codman, respecting

the proposed adventure. John C. refused the credit given on him by Richard C., and advised the Petitioner to abandon the enterprize. The Petitioner gave up to John C. all his letters of credit, and John C. agreed to endorse his bill on Voght for a hundred pounds, to meet his expenses and enable him to return to France. This bill was accordingly drawn on Voght, (of Ham-burgh,) payable in London, and chargeable to Richard C., indorsed by John C., and by a memorandum on the back thereof, the Messrs. Barings were requested by John C. in case of need, to take up the bill for the honor of the indorser, and to forward it with protest to Richard C. This bill was afterwards protested, and charged by Richard C., in account with the Petitioner.

The Petitioner remained in the United States fourteen months, and returned to France in the summer of 1800. A correspondence immediately began at Paris between him and Richard C., respecting certain *inscriptions*, or certificates of stock in the French funds, which it appears that the Petitioner had lent to Richard C., on his leaving France for the United States, as above mentioned. At the same time, two houses belonging to the Petitioner, had been put into Richard C.'s hands to be sold, and as security for the bills, the Petitioner might draw on Richard C.'s letters of credit. The proceeds of these houses, Richard C. afterwards, at the Petitioner's request, undertook to invest in the French funds, but neglected so to do. The certificates of stock were—one, for 8,415, the other for 5,000 livres yearly rentes—these sums expressing, not the principal, but the interest payable yearly. After some altercation between the parties, Richard C. gave to the Petitioner two promissory notes or engagements, one in French and one in English, of which the following are a translation and a copy.

“ 100,000 Capital, }
or 5,000 rentes provisoire. }

“ For value received in silver money, I promise to deliver to William Vans, or to his order, in three months from this date, an inscription commonly called *rente provisoire* of the public debt of France, of one hundred thousand francs capital, or 5,000 rentes per annum : it being well understood that it is an inscription *rente provisoire*, and not money, let the price of said rent at the time of delivery be more or less.

Paris, thirteenth Vendemiaire, year nine, (4th October, 1800.)
(Signed) RICHARD CODMAN.”

“ 8,415 } “ Borrowed and received of William Vans, an in-
168,000 } scription tiers consolidé of the public debt of
capital. } France, of the sum of eight thousand four hundred
and fifteen francs *rente per annum*, which inscription standing in the name of Madame Vans, and which has been transferred to another for my account, I promise to return to William Vans, or to his order, the same inscription of 8,415 rentes tier consolidé, in one month from this date, with the rentes then due.

Paris, 8 Vendemiaire, year 9, (30 Sept. 1800.)

RICHARD CODMAN.”

These notes appear to have been given on the days of their respective dates, and the contrary was not suggested by either party before the Committee.

Payment of these notes was demanded by the petitioner immediately on their becoming due, and much correspondence ensued between him and Richard C. Nothing appears in this correspondence to warrant the belief that the petitioner considered John as having any concern in the transaction. The debt is spoken of, throughout, as the debt of Richard Codman.

In October, 1800, John Codman arrived in France. The object of his visit seems to have been to settle his partnership accounts with Richard C., who had retained large amounts of the common property, and had failed to make the expected remittances to meet the debt due to Messrs. Baring,—and had also written few and unsatisfactory letters to John C. After John C.'s arrival in Paris, much correspondence and negotiation passed between the Petitioner and Richard C. respecting these debts, and John C. also endeavored, on behalf of Richard C., to effect a settlement of them with the Petitioner. A great number of letters were produced on both sides, but the Committee do not deem it necessary to report them in detail. Several offers of compromise were made and rejected between the Petitioner and Richard C.,—and John C., in a letter dated Paris, 31st January, 1801, enclosed to the Petitioner a statement of a compromise to which he should recommend to Richard C. to agree (though he had not consulted him on the subject,) and recommended to the Petitioner, for the credit of both, (the Petitioner and Richard C.,) to terminate their disputes. This letter, and an alleged answer to it from the Petitioner, dated Pluviose, but without any day of the month, were much relied on by the Petitioner, as tending to show that John C. was liable with Richard C. on the notes. The Respondent denied that the alleged answer was ever sent to John C., but contended that it was a fabrication. The supposed answer acknowledged the receipt of John C.'s letter of 31st January, and of the statement enclosed, and proceeded to state that the phraseology of the letter proved John C.'s interest, and that he (the Petitioner) could prove them (J. and R. Codman) copartners. This answer was a copy written on a loose half sheet of foreign paper, and there was no proof that the original was ever received by, or sent to John C. The Respondent produced an original answer from the Petitioner, to the same letter of January 31st, dated the following day, also acknowledging the receipt of the letter, and of the statement enclosed, but in nothing else corresponding at all with the alleged copy produced by the Petitioner. On the contrary, the original answer reproaches John C. for persisting in his demand on Richard C., to the injury of his (Richard's) creditors, and does not intimate that the Petitioner had any claim on John C., or that the matter of the inscriptions was a partnership transaction. No answer from John C. to the letter, of which the paper exhibited by the Petitioner was alleged to be a copy, was produced by him; but he produced, as an answer to it, a letter from Richard

C., appearing to be dated 17 Pluviose, (February 5th,) saying that he could not accept the offer made by the Petitioner, and referring to a sum of 60,000 francs, mentioned in a letter from the Petitioner of *that date*. The Respondent, after the argument of the Petitioner's counsel was closed, offered to exhibit another letter from the Petitioner to John C., (mentioning the same sum of 60,000 francs) as that to which the letter of Richard C. was an answer; but the Committee declined receiving it, in that stage of the hearing, as they did not find there was in the case any satisfactory ground to believe that the alleged letter of the Petitioner was ever sent to John Codman. No other evidence was given to the Committee of any claim made on John C., or on the partnership, by the Petitioner, while John C. was in France. It was admitted, however, by the Respondent, that some time after John C.'s return to the United States, the Petitioner made a claim on him by a letter to a Mr. Derby. But it appeared by the correspondence, that Richard C., when John C. was in Paris, was regarded by the Petitioner, and by himself, as insolvent, and during that period, the Petitioner offered, in one letter, to receive of Richard C., in full discharge, property which he (the Petitioner) stated to be not more than four shillings in the pound of the amount of his demand—and on R. C.'s giving notes for the balance, payable at a distant day,—and in other letters, to receive a part in hand, and to give a long credit for the balance, on the above mentioned notes of Richard C. He also, in several letters, declared his willingness to receive "his proportion of R. Codman's active property," and take his notes for the balance. At this time, there was no question about the solvency and wealth of John C.

On the 1st of January, 1801, John C. settled, at Paris, his brother Richard's account with the copartnership, some of the items of which, it was admitted by the Respondent, were put down in round numbers, as they had not been exactly ascertained. It resulted in a balance of \$48,328.57; for which, Richard C. gave his note of that date, and relinquished all claim to the partnership property,—John C. undertaking to pay the balance due to Messrs. Baring. As Richard C. had put in no part of the partnership stock, the balance due from him to the firm was, in effect, wholly due to John C., subject to be corrected by credits of his share of the profits of the outstanding business. This account so settled, and the note, were produced by the Respondent.

While the negotiation with the Petitioner, as above mentioned, was going on, viz. on the 31st of January and 6th February, 1801, John C. took from Richard C. two other notes, representing the balance aforesaid; one for 110,000 francs, and one for 149,300 francs, and received mortgages to secure them on Richard C.'s real estate in France; and the Petitioner, and certain assignees of part of his demands, sued Richard C. on his two notes, (above mentioned) for the delivery of inscriptions, and for the proceeds of the two houses sold by Richard C. After some delay, the Petitioner, and his divorced wife, and his said

assignees, recovered three judgments against Richard C. in June and July, 1802, which were liquidated, one at 90,000, one at 30,000, and one at 50,000 francs.

John C. left France for the United States, by way of London, in February, 1801.

The Petitioner, in support of his petition, produced the two aforesaid notes of R. Codman, and read certain letters, making part of the correspondence above named. He also produced the affidavit of James Swan, and his former partner, M. Dallard, and of Nathaniel Cutting, that they had no *knowledge* in France of the dissolution of the house of J. & R. Codman. Mr. Melville also testified to the same point. Mr. Swan's affidavit stated that his former house had known J. & R. Codman as a house established at Boston, and had dealings with them in 1792 and 1793—that in 1794, he (Swan) had paid money to R. Codman for account of J. & R. Codman, and took Richard Codman's receipt on account of his brother John—that in 1796 he had business with J. & R. Codman at Boston. M. Dallard stated that he had an open account with R. Codman, at Paris, and supposed J. & R. to be partners, and knew of no dissolution. Mr. Cutting stated, that he had no business with J. & R. C., but was in France from 1795 to 1801, and that J. & R. C. were reputed to be partners. He supposed R. C.'s speculations in land were for account of the house, because J. C. came to France and took possession of R. C.'s real estates—that R. C. speculated in inscriptions—that he knew of no dissolution of the house. All these were *ex parte* affidavits.

Mr. Melville stated, that he was in France from 1795 to 1811, and had known the Petitioner and R. Codman there—had no other business with J. & R. C. than that of buying (some time before 1798) of R. C. a bill of exchange drawn by him on London in the name of J. & R. Codman—that John C. was generally reputed to be a partner with Richard C.—that John C. while in Paris proposed to him to make certain advances on the estates of Richard C., and stated to him (Melville) that he had made to the Petitioner offers of settlement with him on behalf of Richard C.—that the business, done by R. C. in Paris, was generally done in his own name—that he had no knowledge of any notice of dissolution in France—that speculation in the French funds and lands was carried on chiefly by foreigners, Americans and others, they having greater advantages, &c.

The Petitioner also produced an affidavit, in his own handwriting, signed William Hall, and sworn to before Benjamin Parsons, Esq., in which Hall stated, that he was the wharfinger of John C., and that after his (J. C.'s) return from France, he expressed great anxiety lest he should be implicated as co-partner in R. C.'s debts to the Petitioner, and feared that the notice of the dissolution was not sufficient to exonerate him, &c., and that J. C. spoke of the Petitioner as a man with whom he had done much business, and that he had always found him a

man of strict honor, &c. It did not appear to the Committee, from any of the books and papers, that the Petitioner had ever had any dealings with J. Codman, or the house of J. & R. Codman. An account in favor of that house against the owners of the ship *Fame*, for cordage, was produced, but no evidence was given that the Petitioner was interested in that ship, though it was alleged that she belonged to the former house of Freeman & Vans.

To discredit William Hall's affidavit, (which was taken in Boston, in June, 1825, and without notice to the adverse party,) the Respondent produced letters of John C. to Richard C., written from London before his return to the United States, in which he spoke with great contempt and harshness of the character and conduct of the Petitioner—and also a letter written by the Petitioner to C. R. Codman, in 1825, with a postscript also written by the Petitioner, but signed by Hall, requiring C. R. Codman to produce J. Codman's books, &c.

James Dalton testified that Hall had formerly been a reputable man, and in the confidence of J. Codman, but had of late years depreciated and fallen into bad habits, and believed he had been in one of the public houses of charity or punishment.

The Petitioner also produced a letter written to him by John Lowell, Esq., as the agent of the Respondent, dated at Paris in the year 1804, in which he stated that he had written to the executor of J. Codman, (the Respondent) advising a liberal compromise with the Petitioner, and had given him (the Respondent) a dark picture of the Petitioner's delays of justice, and saying that much was not to be expected from the property in France, after paying all expenses. Also a letter from Mr. Lowell to C. R. Codman, dated Boston, March 10, 1824, explaining his said letter to the Petitioner, and denying the construction given to it by the Petitioner, in his publications.

A letter from R. Codman to the Petitioner was also produced, dated Sept. 1, 1800, in which, in answer to a complaint made by the Petitioner, that R. C. had not invested the proceeds of the houses in inscriptions,—he stated that having taken the houses as security against the Petitioner's drafts, he could not with prudence, considering his connection with his brother, put the money out of his hands. This was alleged by the Petitioner to refer to a secret continuance of the partnership—and by the Respondent, to refer to Richard C.'s obligations to John C. for the large amount due from him (R. C.) to the house, on its dissolution, and still unpaid.

To prove that R. C.'s speculations in the French stocks were for account of the house, the Petitioner called John Skinner, who testified that the house of John Skinner & Sons had a claim on the house of J. & R. Codman, which arose from a loan of French stocks, made at Paris in 1795 or 1796, by Richard Skinner to Richard Codman, and that a security was taken for it in the name of J. & R. Codman, which was afterwards, viz. about 1805, at R. C.'s request, given up, and one substituted in the name of R. Codman alone; and that this last was paid in 1811,

by the Respondent. His (John Skinner's) impression was, that the change was made because it was wished that John Codman might not appear in the matter. All this the witness stated, as having heard it from his brother Richard S. Skinner; never having himself seen either of the papers, nor had any personal knowledge of the affair. A claim made on the assignee of the estate of R. Codman in 1803, (he having been declared a bankrupt in that year, at Boston) was also produced, in the form of an account against J. & R. Codman, and in favor of Jno. Skinner & Sons, for certain bills of exchange accepted by Richard C., and said to have arisen out of the same transaction. Nothing appeared to have been paid from the effects of Richard C. on account of this claim; and it did not appear that any demand was ever made for it on the estate of John C., who died in May of the same year. But to show that the transaction was with Richard C. alone, and that no promise of J. & R. C. had existed, the Respondent produced the original account rendered in Paris by Richard Skinner against Richard Codman alone, and a power of attorney dated May 11, 1803, from Richard Skinner to William S. Skinner, to collect the demand of Richard Codman and of his assignee, and also a note for the same sum with interest, given by R. Codman to John Skinner & Sons, dated after his (R. C.'s) bankruptcy, viz. December 17, 1803, payable half in four and half in six years, on which payment was acknowledged by Wm. S. Skinner, as received of Stephen Codman, Administrator, January 12, 1811. And it appeared by a bond of indemnity also given to said S. Codman, Administrator of R. Codman, by John Skinner & Sons, that the debt was compromised by said Administrator, at fifty per cent.

John Codman (as has been before mentioned) died in May, 1803, and the Respondent was appointed his executor. Richard Codman died in May, 1806, and the Respondent was appointed administrator of his estate.

The Petitioner relied for proof of his claim on the estate of John Codman, on the two notes of R. Codman, which have been herein before set forth, contending that on the evidence, John C. was liable on them as a partner with Richard C. But as his petition was wholly founded on an alleged judgment of a court in France against John and Richard C. as copartners, the Committee required him to produce said judgment. A translation, and also the original exemplification of a judgment of the Court of Appeals at Paris, was then produced and read.

As this statement of a French judgment against J. & R. Codman, has been made by the Petitioner in repeated petitions to the Legislature, as well as in numerous publications, the Committee have most carefully examined the document, and deem it to be their duty to state the substance of it with exactness. The record is very long and minute, containing the statement of facts, the pleadings of counsel, and the reasons, as well as the decisions of the two courts before which the cause was tried. It is, however, merely a judgment rendered in favor of the Petitioner and certain persons to whom he made assignments,

and against John Codman, in a suit in which the Petitioner and his assignees, on the one side, by attachments founded on the before mentioned judgments against Richard Codman and John Codman on the other side, by virtue of the above named mortgages made to him by Richard Codman, claimed against each other certain real estates of said Richard Codman. No question arose in the suit respecting any debt or liability of John C. to the Petitioner. On the contrary, it was founded and proceeded entirely on the ground that John Codman and the Petitioner were each creditors of Richard C., and contending with each other for his property. The judgment of the lower court against John C. is simply that his demand shall be stricken from the list of claims on Richard C.'s property—and on the appeal, that the former decision is affirmed with costs of suit, and the ordinary fine of sixty francs against John Codman, for a groundless appeal.

The record begins by stating that J. & R. Codman were partners in a house established at Boston, which continued until May, 1793, when notice of dissolution was published there by John C. That Richard C. in 1794, removed to Paris, and there established a private banking house. It then proceeds to state the arrangements between Richard C. and the Petitioner, as above named, viz: the projected speculation in tobacco, the loan of stock, and the sale of the two houses, the giving of the two notes, the arrival of John C. in Paris, the note and mortgages given to him by Richard C., the suits and judgments of the Petitioner and his divorced wife and assignees against Richard C., and the attachments made on Richard C.'s estates by virtue of those judgments, and that a controversy then arose between John Codman and the said judgment creditors as to the validity of the mortgages made to John C.—that on the 15th June, 1803, an interlocutory judgment was rendered, calling on John C. to produce, within thirty days, the account between him and Richard C., out of which his (J. C.'s) demand arose. Said account not having been produced, the court proceeded to render judgment against the claim of John Codman, as being without any valuable consideration, and fraudulent, as against the creditors of Richard Codman.

It will be observed that John Codman had died at Boston, in May, 1803, before the interlocutory order was made for the production of the account.

The record goes on to state that on the 10th Dec. 1803, an appeal was taken to the court of appeals at Paris. (It does not appear by whose order or direction this appeal was taken—the Respondent denying any participation or interference in it—one Babut, who had been employed in the life time of John C., appears to have continued to act as agent.) The arguments of counsel are inserted at great length, and the court, adopting the reasons of the lower court, dismissed the appeal, and ordered the judgment to be affirmed and executed—condemned John Codman to the ordinary fine of sixty francs, and ordered him to pay costs to all the other parties.

It will be perceived by this statement, that the allegation contained in the Petition referred to the Committee, that the Petitioner has a judgment of a French court against J. Codman, or against John and Richard Codman, for any debt due to him, is utterly unfounded.

It was not denied by the Respondent that the Petitioner once had large demands and judgments against Richard C. alone, before his bankruptcy—but it was suggested that large amounts of property had been realized on them by the Petitioner in France. The Committee did not deem it necessary to inquire into that matter, as it is not comprehended in the Petition.

It was alleged by the Respondent, that the date of R. Codman's note of the 8 Vendemiaire, year 9, had been fraudulently altered, so as to carry it back two years. To show this he produced a copy of one of the notes, and a translation of the other, in the Petitioner's handwriting, enclosed in a letter to Rufus G. Amory, Esq., dated October 27, 1809*—and the explanatory words, "or September, 1797," are added. The other note is truly translated, as dated in the year 9, adding the words, "say Sept. 1800." According to the French calendar, the 8 Vendemiaire, year 7, would be Sept. 29th, 1796, and not 1797, as explained in the Petitioner's copy. Sept. 1797 would be before, and Sept. 1798 after the date of the dissolution of the house of J. and R. Codman. On recurring to the original of that note, the date of the day of the month and of the year are in figures, and the figure representing the year has manifestly been scratched and blotted; and the date of the year, in the certificate of the stamp duty written on the margin, has been taken out with a sharp instrument.

Henry Codman testified that he attended the hearing on the Petitioner's petition before the Legislature, in the winter of 1811—12—that the original note for 8,415 francs rente was then claimed by the Petitioner, and supposed to be dated in the year seven, and that there was no blot on the figure—that in a subsequent hearing in January 1814, he found it was dated in the year nine, and that the figure had been written over or erased, but there was then no blot upon it—that the Petitioner was then charged with having altered the date, and an angry discussion ensued—that the blot, which now appears on the figure representing the year, has been made since that time. The blot now entirely defaces the figure, and a hole has been worn through the paper.

The Committee are satisfied that this date has been intentionally altered and defaced, and that the date of the stamp has been intentionally cut out.

The date of the day and year, in the other note, is not in figures, but written at length in words, and appears unaltered. The certificate of stamp is also printed in the latter, but in that of the former it is in manuscript.

* A line was here accidentally omitted. It was as follows: "The first of these notes is truly copied, with the exception of the date, which is written 8 Vendemiaire, An. 7."

The Respondent claimed the benefit of protection by the Statute of Limitations respecting Executors and Administrators, and required that the Petitioner should show why he had not made his claim within the limited time. To this the Petitioner answered, that he had been detained in France by the legal proceedings above mentioned—but he offered no evidence of any thing, done on the part of the heirs or representatives of John Codman, to prevent his making his claim in season on the Executor (the Respondent), except the prosecution of the appeal after John C.'s decease. It appeared, however, by certificates of the fact, produced by the Petitioner to the French tribunal, that he knew of the death of John Codman, in December 1804.

The Respondent also produced a release, given by the Petitioner, of all demands on the estate of John Codman and Richard Codman, dated 14th of April, 1818, for the consideration of five hundred dollars, paid by the widow of John Codman, and of one dollar paid by the Respondent; executor of the will of John C., and administrator of the estate of Richard C., particularly specifying the claim now set up by the Petitioner. The deposition of Rufus G. Amory, Esq. was also produced, stating that the release was fairly obtained, and voluntarily given by the Petitioner. No evidence was offered by the Petitioner that the release was given under any circumstances which would invalidate it.

The Committee have thus stated what seems to them to be all the material evidence adduced by both parties; though much has been omitted, which they deemed entirely immaterial. The hearing was exceedingly protracted, and the cause argued at large by counsel on both sides.

After the hearing had been commenced, the Petitioner, under the Order of the House empowering the Committee to send for persons and papers, procured an order on the Respondent to produce the books of account, letter books, and bill-book, kept by J. & R. Codman, and by John Codman, from the beginning of the copartnership to the death of J. Codman—also the correspondence of the Respondent with Babut, the agent in France.—These and many other books and papers of J. & R. C. and of J. C. were produced and referred to, and offered to the inspection and examination of the Petitioner and his counsel, in the intervals between the sittings of the Committee. The books of account and letters, and bill book, kept by Richard C. in France, from the year 1794 to 1802, were also called for, and were not produced. The Respondent, however, filed an affidavit, that no books kept by R. Codman in France, had ever come to his hands or knowledge, except two or three imperfect books of invoices and accounts—which he produced. No proof was offered that such books had or had not been kept, or had been lost or destroyed.—Many papers of R. Codman—such as letters from the Petitioner, and from John Codman, were produced by the Respondent. No book or paper called for was withheld, which was shown to be in the Respondent's possession.

Upon the whole matter, the Committee are clearly of opinion—

1st. That the *Petitioner has no judgment whatever against John & Richard Codman*, as he has set forth in his petition—and never had any judgment for any debt against John Codman, but for costs of suit only.

2d. That the transactions which took place in Dec. 1798, between the Petitioner and *Richard Codman*, out of which arose the two notes of *Richard Codman*, produced by the Petitioner, were *private transactions between them, and not partnership dealings*; and that neither of the parties, in entering into them, made or intended to make any contract binding on the firm of John and Richard Codman.

3d. That the *partnership between John and Richard Codman was sufficiently and bona fide dissolved in May, 1798*, and that there is probable evidence that the *Petitioner had knowledge of the dissolution in December, 1798*, before he entrusted his property to Richard Codman; and that he had certain means of knowing it, by his residence in the United States, before he accepted *Richard Codman's notes* for that property in September, 1800—and that his conduct and correspondence in Paris, while John Codman was there, are inconsistent with the supposition that he had or believed he had, any just claim on the partnership.

4th. That if the Petitioner had ever had any claim on the estate of John Codman, it has been fairly and sufficiently released.

The Committee therefore distinctly declare their UNANIMOUS OPINION, that *William Vans, the Petitioner, has no claim, in law or justice, against the estate of John Codman*,—and they recommend that he have leave to withdraw his petition.*

JOSEPH LUCAS,
JOS. BARRETT,
THERON METCALF,
NATH. HOUGHTON,
THOMAS LORING.

No. 413.

Report of a Special Joint Committee Feb. 28, 1834, against the constitutionality of the act prayed for by Wm. Vans.

COMMONWEALTH OF MASSACHUSETTS.

The Committee to whom was referred the Petition of William Vans, and the several Memorials accompanying it, *after hearing the said Vans by his Counsel*,† have considered the same, and Re-

* This Report was made the subject of an elaborate attack, by David L. Child, Esq., Counsel for William Vans, in a pamphlet of 120 pages, written with considerable ability, great speciousness, and total disregard of truth. It was extensively circulated, and produced a strong impression. It was followed up by a new petition of Wm. Vans, grounded on the supposed errors of the last Committee—and supported by numerous auxiliary petitions, obtained from different quarters, praying that the petition of Wm. Vans might be granted. The petition from Boston was said to contain 1200 signatures. Such was the effect produced by the false and scandalous publications of Mr. Vans and his colleague, while their falsity remained unexposed.

† This Committee declined going into an examination of evidence until they were first satisfied, that if an act were passed pursuant to the petition it would be constitutional and valid. The point was argued by the Petitioner's counsel alone. The Respondent's counsel declined making a reply, but offered to show by evidence that the petitioner had no ground of claim.

port : That, in the opinion of a majority of the Committee, the property of the said John Codman, deceased, has long since become absolutely vested in his heirs and legal representatives, by virtue of the laws of this Commonwealth ; and that the Legislature has no constitutional power to pass any law or resolve, which can authorize the said Vans to take it from them, whatever may have been his original claim against the deceased, and that the said Vans have leave to withdraw his said Petition.

R. NEWTON, Per order.

IN SENATE, March 3, 1834.

Re-committed to the Committee who reported the same.

Sent down for concurrence.

CHAS. CALHOUN, Clerk.

HOUSE OF REPRESENTATIVES, March 4, 1834.

The House non-concur in the re-commitment aforesaid.

L. S. CUSHING, Clerk.

IN SENATE, March 5, 1834.

Re-committed to the Committee on the part of this Board, with instructions to report in detail their reasons for the Report they have made.

Attest,

CHAS. CALHOUN, Clerk.

No. 414.

*Further Report assigning the reasons of the majority of the same Committee.**

COMMONWEALTH OF MASSACHUSETTS.

That part of the Committee, on the Petition of William Vans, who on the part of the Senate, was among the majority which made a Report on the 28th day of February last, in obedience to the requirement of the Senate, now give the following reasons for that Report.

The Petitioner asks the Legislature to authorize him to prosecute his claims against the administrator of Richard Codman, deceased, and against the executor and heirs of John Codman, deceased, and to exempt him from the operation of the Statute of Limitations, by which those claims are barred. That part of the stat. of 1791, chap. 28, the provisions of which, he asks to be relieved from, is in the following words:—"That no executor or administrator hereafter appointed, shall be held to answer to any suit that shall be commenced against him in that capacity, unless the same shall be commenced within the term of four years from the time of his accepting that trust."

The question is, can the Legislature take this single claim out of the operation of this general statute ?

One reason for coming to the conclusion to which the majority arrived, is, that the highest judicial tribunal of the Common-

* There was also a farther report from the minority assigning their reasons for the opinion, that the act prayed for would be constitutional. And thereupon the whole subject was referred to the next Legislature.

wealth, the legal interpreter of the Constitution, have twice decided the same question in the same manner. The first case, in which the question received a judicial decision, is that of *Holden vs. James*, administrator, reported 11 Mass. Rep. 396. This case presented as strong an equity, as any case could claim in the decision of a constitutional question,—it was an attempt to recover back money which had been paid by a surety, and is in its legal and constitutional principles exactly in point. The Legislature passed a resolve in favor of Holden, suspending the operation of the same statute which Vans now asks the Legislature to suspend for his benefit. The Court decided that the resolve was unconstitutional—that the Legislature could not suspend the operation of a general law in favor of or against an individual, and leave it in operation against all the other citizens of the Commonwealth. This case being within the reach of every member of the Senate, it cannot be necessary to detail the reasoning of the Court, in which the majority entirely concur.

The second case, in which the same principles are involved and decided is that of *Picquet*, appellant, &c., reported 5 Pickering's Rep. 65. Here the Court re-examine the case of *Holden vs. James*, administrator, and declare it to be settled upon correct principles, and sustained by sound reasoning. This case was decided in 1827.

The Counsel of Mr. Vans, for the purpose of destroying or weakening the authority of these two cases, called the attention of the Committee to the practice of the Legislature, from the adoption of the Constitution, to about the time when the case of *Holden vs. James* was published, of granting new trials, and passing some other resolves, sanctioning similar principles. The majority could not view these acts of legislation, as having any tendency to weaken the force or obligation of the case of *Holden vs. James*, which appears to be the first instance in which the principles involved in all that class of cases, was brought under judicial investigation. It is not known to the majority, that any such resolves have passed the Legislature, since those cases were made public; and it was presumed by them, that if any such had passed—more especially, if they had been sanctioned by our judicial tribunals, the industry of the Petitioner's counsel would have brought them to our notice. This fact, therefore, furnishes a fair argument to prove, that so soon as this kind of legislation was made a subject of judicial inquiry, it was found to be incorrect, and that the Legislature have acquiesced in the decision of the Court. It is a well known fact, in the history of our legislation, that formerly there was a Committee, denominated "The Committee on New Trials," and that soon after the publication of the case of *Holden vs. James*, the very name, taken in connection with the power which it implied, was considered so great an absurdity, that the Committee was abolished, and the "Committee on the Judiciary," was substituted.

The case of *Picquet*, in which the authority of the case of *Holden vs. James*, is fully recognized, having been recently decided; the majority felt themselves bound by those cases. And, they believe, that any attempt to evade them, by the Legislature,

would only serve as a feeble effort on their part, to get up a controversy between two independent branches of the Government, in which the Legislature must always be defeated.

The Senate, in 1832, adopted the principles of the above cases. The Petition of Mr. Vane, with a Bill, which had passed the House of Representatives, were committed to the Committee on the Judiciary, then composed of some of the best lawyers of the Commonwealth. They reported against the passage of the Bill, upon the principles of those cases, and the Senate accepted their report.

Another principle, which the majority believe well sustains their report, is, that the resolve asked for in this case, would be an attempt to violate the obligation of a contract.

At the times when Stephen Codman accepted the offices of administrator on the estate of Richard Codman, and of executor of the will of John Codman, the laws of the Commonwealth said to him, as they said to every other citizen, that if he would accept those offices, and administer them, according to the provisions of those laws, for the term of four years, he should, after that time, be discharged from all obligations growing out of those relations, except that of paying over to the heirs or devisees, the balance of moneys which might remain in his hands. He did accept those offices under those promises, and has performed all the required conditions. He now has a right to demand a fulfilment of the promise on the part of the Government—at least, he has a right to demand, that they should not aid others to inflict upon him the injuries which they have engaged to protect him from.

The majority believe, that so far as relates to the property of John Codman, (and the same principle, perhaps, might apply to Richard, if he left any property,) the executor and heirs are shielded against the claims of Mr. Vane, by another higher principle. Under the operation of the laws of the Commonwealth, the right to the property of the deceased, had become absolutely and unconditionally vested in his heirs, at the expiration of four years from the time of granting letters testamentary. The executor was then bound, by the same laws, to pay and deliver it over to them, freed and discharged from all claims which he had or could have upon it. If any suits should afterwards be brought against him, as such executor, he was bound to protect them and their property against such suits, by pleading the statute of limitations—and if he neglected so to plead, he must pay the claims from his own funds, without any remedy against them for a reimbursement. There was no mode, under the then existing laws, by which their rights could be affected. Unless the possession of property, without the right of any other person to disturb that possession, constitutes a vested interest, then there is none.

It is believed, that no person will contend for a power in the Legislature to authorize an interference with the vested rights of individuals, except in the single case of taking individual property for public uses. And, in that case, the framers of the Constitutions, both of the United States, and of Massachusetts, took care that an act, which otherwise would have been one of the first attributes of tyranny, should not be sanctioned without com-

pensation, nor unless the necessities of the public created a claim paramount to that of the individual. Indeed, so sacred a regard to the vested rights of the citizen, is universally maintained, and so highly are they respected under all free Governments, that it was not thought necessary to provide in either of those Constitutions, for protecting them against the encroachment of the Legislature, except when the duties of the citizen required the sacrifice to the public. And in settling this principle, it is of no consequence how these rights were acquired. The man who has acquired an absolute title to his real estate, by forty years trespass upon and disseisin of the lawful owner, or he who has acquired a right to the use of water by twenty years wrongful appropriation, against the rights and to the injury of his neighbor on the same stream, or he who has acquired a right of way across his neighbor's land, by trespassing upon him for the same length of time, have as absolute and indefeasible rights, as if they had purchased and received conveyances of them,—and the laws and Constitution hold those rights as sacred in the one case as in the other. The majority do not intend to intimate, by referring to these cases, that there has been any thing wrong on the part of the Messrs. Codman—they have made no inquiries on that subject. All which is respectfully submitted.

R. NEWTON.

No. 415.

*Report of a Special Committee of the House of Representatives, made April 7, 1835, after a full hearing of the parties and examination of the evidence.**

COMMONWEALTH OF MASSACHUSETTS.

HOUSE OF REPRESENTATIVES, April 7th, 1835.

The Committee, to whom was referred the Petition of William Vans, praying that the law, limiting the time within which suits can now be brought against Executors and Administrators, may be suspended for his benefit, have attended to the duty assigned them, and REPORT :

That they have given an attentive and patient hearing to all the documents, and testimony offered by the Petitioner, and by the Respondent, including much matter which would not be considered legally admissible in evidence in any Court of Law or Equity.†

* This Committee by way of notice to the Respondent caused the Petition, which was in effect an argument on the whole case, to be published in the newspapers. This led to a Protest on the part of the Respondent's counsel, followed by several newspaper publications on each side—being the first attempt on the part of the heirs of John Codman to counteract through the press the effect produced by Mr. Vans publications, which had been circulated without answer for many years.

† Mr. Vans in his pamphlet of 1835 objects this against the Committee. He says, it appears by their own showing that they admitted *illegal evidence*. If they had not it would have been a very short inquiry on the Petitioner's side, for he scarcely possesses a *particle* of evidence which would be *admissible* in a Court of law. He literally would be unable, with his present evidence to take the *first step* in making out a *prima facie* case against the Executor of John Codman. The Committee therefore *for his benefit* and *with the consent of the Respondents* threw open the door to the most liberal inquiry, and received *everything* which Mr. Vans offered, whether proved to be authentic or not.

That during the examination, several calls were made upon the Respondent by the Petitioner, for various documents supposed by him to be in possession of the Respondent; that these documents were promptly produced, and that *every facility was given by the Respondent to the fullest and most searching inquiry*, into every circumstance connected with the origin of Mr. Vans' alleged claim upon him.

That after a thorough investigation they have *unanimously* arrived at the following conclusions:

FIRST. That the Report of a Committee of the House of Representatives, dated March twenty-first, eighteen hundred and thirty-three, upon a former petition of said Vans, is not, as said Petitioner alleges, "incorrect, deficient, and inconsistent, in many most material points of his case—exceedingly erroneous, and doing, without any just cause, the utmost injury both to his claim and his character." On the other hand, your Committee find that said report contains a *fair and substantially correct statement of the claim of said Vans, and all the material facts in his case*, and that a few unimportant and apparently accidental errors in said Report, do not in any-wise affect, or have any bearing upon, the conclusions of the Committee aforesaid.

Your Committee had before them *additional evidence*, which was not submitted to the authors of that Report; but this evidence did not essentially vary the views exhibited in said Report,—*its whole tenor was to confirm and sustain those views.*

Thus much your Committee felt called upon to say, because the Petitioner, in laying his case before the Legislature, has chosen to rest in a great measure upon certain supposed errors, which he alleges to exist and to be material in the Report of a Committee, who seem to the undersigned to have performed an arduous and thankless task with signal ability, fidelity and impartiality.

SECOND. Your Committee do not find that William Vans EVER HAD *any just claim or demand against the firm of John and Richard Codman.* No judgment in his favor for such a demand, against said John and Richard Codman as copartners, has been produced before your Committee, nor is there any reason to believe that any such judgment exists. Nor is there reason to believe said Vans ever loaned to the House of John and Richard Codman, as he has alleged in his petition, any stocks, or other available funds whatever.

THIRD. There is *no* reason to believe, that JOHN CODMAN, at the time of his decease, or for the space of five years previous to his decease, *was indebted to said Vans in any sum whatever*, unless it be a few francs for costs of Court, for which security was given by one Babut, and which may or may not have been paid by him. But it *does* appear on the other hand, that long after the transactions out of which the Petitioner alleges that his claim grew, SAID VANS WAS INDEBTED TO JOHN CODMAN, *in the amount of a bill for one hundred pounds sterling with costs and damages thereon*, which indebtedness said Vans did not deny, nor did he allege any demand of his own against John Codman, or the firm of J. and

R. Codman, as an offset thereto when payment of said bill was demanded of him by John Codman.*

FOURTH. It does appear that said Vans had at one time large claims against RICHARD CODMAN, *arising subsequently to the dissolution of the partnership of JOHN AND RICHARD CODMAN*: That he recovered sundry judgments in France against said *Richard* on account of said claims, which judgments have been in *part satisfied*; but *whether any*, and if any what part of the same *remains unsatisfied*, your Committee have *not* been informed by any evidence before them.

FIFTH. The said Richard was *discharged under the Bankrupt law of the United States, for all claims against him, including any claim which said Vans then held against him.*

SIXTH. After the death of said Richard, his Estate was administered upon by the Respondent, Stephen Codman. Said Vans was *within the Commonwealth and under no legal incapacity to sue*, for a long time before any claim which he may have held against the estate of Richard Codman could have been barred by the Statute of Limitations. No reason was shown to the Committee why he did not bring his suit against the Respondent, before it was barred by the Statute, if he had any legal and equitable claim against the estate of said Richard.

SEVENTH. The said Vans *voluntarily and on his own proposal*, and for a good consideration, has executed *a full and sufficient release of all claims against the estates of John and Richard Codman.*

For these reasons, the Committee are of the UNANIMOUS OPINION, that the Prayer of the Petitioner, submitted to them, ought *not* to be granted, and recommend that the Petitioner have leave to withdraw his petition.

(Signed)

ROBERT RANTOUL, JR.
JNO. L. DIMMOCK.
MOSES EDGELL.
RALPH SMITH.
SAMUEL LEE.

House of Representatives, April 7th, 1835.

Read and accepted.

L. S. CUSHING, CLERK.†

A true copy from the files of the House of Representatives.

Attest,

L. S. CUSHING, CLERK.

* It might also have been added that the Executor of John Codman now holds *two unsatisfied executions against Mr. Vans for costs recovered here in his groundless suits.*

† This Report was attacked by David L. Child, Esq. in a series of articles published in the Boston Commercial Gazette, and also in a Pamphlet published by Wm. Vans; which publications have hitherto remained unanswered. These were followed by a new Petition from Wm. Vans to the Legislature of 1836—against which the Executor and heirs of John Codman filed a Remonstrance.

No. 416.

Remonstrance against further hearings on the Petition of William Vans.

To the Honorable the Senate and House of Representatives in General Court assembled, for the year of our Lord eighteen hundred and thirty-six.

The Executor and Heirs of John Codman, formerly of Boston, in the county of Suffolk, merchant, deceased, respectfully remonstrate against the *perpetual* petition of William Vans, which prays that certain statutes for the limitation of suits at law in this Commonwealth may be so far suspended, or dispensed with, in his favor only, that he may be permitted to sue for a large sum of money, which he falsely alleges to have been due to him from the said John Codman *upwards of thirty-six years ago*.

A petition of similar import was presented by the said Vans, as early as the year eighteen hundred and ten, and has been presented with obstinate perseverance to most of the legislatures which have been assembled from that year to this. The evidence relating to this claim has been examined again and again by respectable committees, composed of different parties and various classes of our fellow citizens, and has always led to one uniform result, namely, the *unanimous* conviction of *every committee* making such examination, that the said Vans has not and *never had* any ground of claim, legal or equitable, against the said John Codman, or his estate. No committee, nor any member of a committee, *after hearing the whole case*, has ever reported a different conclusion. These are undeniable facts—since they appear from the journals and files of your honorable bodies. The only reports which have been erroneously supposed to constitute exceptions to the truth of the foregoing statement, it will be seen by those records, proceeded from committees who acted *without notice* to the respondents, and of course without any examination of the evidence which *they* possess, or any opportunity afforded them of pointing out the fallacies and falsehoods of the representations and supposed proofs exhibited by said Vans.

Long before any question had arisen respecting your constitutional power to grant such special dispensations from the general and standing laws of the land, of course before any decision of the supreme judicial court against it, and long before the claim of said Vans, if any there were, had been extinguished by his own free and voluntary release, purchased for the sake of peace, upon a valuable consideration paid, with an assurance on his part that the relatives of John Codman should never be troubled by him more, long before the existence of these or any other peculiar impediments to the granting of his petition, when the whole enquiry was, whether he had or had not any real and just cause of claim on this estate, three successive committees, after full investigation, reported that he had *not*, and three successive legislatures accepted those reports. Frequent renewals of his peti-

tion were followed by uniform permission to withdraw, without any examination of evidence in possession of the respondent, or any new hearing of the defence. An impression, however, began to grow up, from the constant hearing of *one side only*, that the petitioner had some *equitable* ground of claim, notwithstanding many legal obstacles to granting the petition. And this impression began at last to exhibit itself in the votes of the legislature. In consequence, a new examination of the whole evidence was had in 1833, before a special committee of the House of Representatives, who went into that extensive inquiry *at the request of the respondent*, and reported, as their predecessors had done twenty years before, that the claim was totally unfounded.

Mr. Vans nevertheless renewed his petition in 1834, alleging as a cause for doing so numerous specified errors in the report of the committee of 1833. No final action was had on this petition in 1834; but having been referred to the next legislature, in 1835 it was committed to another special committee of the House, which committee renewed this laborious investigation, under circumstances peculiarly favorable to the petitioner. It may be safely stated that *all* the members of the committee of 1835 were selected for that duty by the request or on the suggestion of the petitioner himself, or his counsel, or some of his friends. The appointing officer of the House, if appealed to, cannot but confirm this fact. *Every* member of the committee, it is believed, was desirous to aid the petition as far as the evidence might warrant; and the predisposition of their minds, if any may respectfully be attributed to them, was favorable to the truth and justice of the claim; at any rate, none of the committee were personal friends, nor even acquaintances, of any one of the individuals interested to oppose the petition. The members of the late committee themselves, if inquired of, will doubtless corroborate these statements.

Before this committee no obstruction was presented by the respondent to the most unlimited range of inquiry; no technical ground of defence was set up; no exception was taken to the competency of any thing offered by the petitioner as proof. On the contrary, it was expressly and voluntarily proposed and agreed at the outset in behalf of the respondent, that Mr. Vans might exhibit to the Committee *any thing* which he or his counsel might consider calculated to aid his cause, whether in the shape of legal evidence or not, and with or without the customary forms of authentication. All the account books, letter books and correspondence of the house of J. & R. Codman, and of John Codman himself, having the remotest connection with the subject of inquiry, were produced, and thrown open to the inspection of the committee, and of the adverse party; and every document in the possession of the respondent, called for by the petitioner, was promptly produced. In short, "every facility," as the report of that committee expressly states, "was given by the respondent to the fullest and most searching inquiry into every circumstance connected with the origin of Mr. Vans' alleged claim upon him."

After such an investigation, the committee of 1835 found and reported that there was *no material error* in the report of the committee of 1833; that the petitioner *never had* any just claim or demand against the firm of John and Richard Codman, or against John Codman individually, but on the contrary that *he himself was indebted to John Codman*: that his claims against Richard Codman, on which he had recovered judgments in France, were in part if not wholly satisfied; that Richard Codman had been discharged under the bankrupt law of the United States from all remaining claims, if any there were; that the petitioner was within the Commonwealth of Massachusetts, and under no legal incapacity to sue, for a long time before any claim which he might have had still remaining on the estate of Richard Codman, had been barred by any statute of limitations, and showed no reason why suit was not brought; and finally that the petitioner had voluntarily, and *on his own proposal*, and for a good consideration, executed a full and sufficient *release* of all claims whatsoever, if any there were, against the estate both of John Codman and of Richard Codman. The two reports of 1833 and 1835, being on the legislative files, are hereby respectfully referred to.

It cannot be pretended therefore, that this subject has not been sufficiently examined to satisfy the mind of any reasonable man, who is capable of being satisfied by any thing short of examining the whole evidence for himself. Those who, if they have taken the pains to read, are yet not satisfied with *so many unanimous reports*, and none to the contrary where the respondent was heard, will be no more satisfied after another committee shall have so reported.

These investigations have necessarily occupied the committees which had them in charge during several entire weeks; they have been attended with great labor to the committees, but with vastly greater labor and heavy expense both of time and money to your memorialists, who, being personally ignorant of the ancient facts on which the petitioner pretends to found his claim, have been obliged to explore for evidence the voluminous account books, and mouldering masses of documents, accumulated in a long course of extensive commercial dealing, by men who have been *dead for thirty years*, and to hunt up, with daily increasing difficulty, the few living witnesses who may yet be found of remote transactions, known to numbers at the time, and easily proved within any reasonable period after their occurrence.

William Vans, however, now petitions to be heard for the *FIFTEENTH TIME*; and your memorialists have been told that some members of the Legislature think there should be a re-examination of the case now, and as often as it may be presented.

The repetition of this inquiry from year to year, it will at once be seen, operates as an enormous and unequal tax upon your memorialists. It must be felt by all reflecting minds, to be a grievous burden, which ought not to be imposed upon *any* citizen unadvisedly, or without *just cause*, and if continued to an *unreasonable* extent, cannot fail to be pronounced by all men an intol-

erable oppression. It is an evil to which *every other* citizen may be subjected by *any* man who chooses to adopt the course of this petitioner. Your memorialists therefore feel it to be a public duty, not less than their private right, to enter their solemn protest against a re-opening of this whole subject at the present session.

Why are the memorialists subjected to this interminable warfare? Upon what *principle* does the Legislature of Massachusetts entertain *forever* the *same* petition, founded upon the *same* state of facts, in a matter of *private* right only, and coming from a man who has not only been found again and again to have *no cause* for his petition, nor *truth* in his statements, but who has been found, by two committees at least, to have *intentionally altered and mutilated an original document for the fraudulent purpose of fabricating evidence in support of his claim?*

What is it that he asks? Nothing less than that *he* should be endowed, by *special legislative grant*, with a *peculiar privilege*, not allowed to any other citizen of this Commonwealth, namely, *an exemption from general laws*—by which *all other men*, as well as himself, are debarred from maintaining suits after the lapse of certain fixed periods from the time when the defendant might first have been held to answer. This he asks in the face of that declaration of rights, which assures us, that “*no man, nor corporation, or association of men, has any other title to obtain advantages, or particular and exclusive privileges, distinct from those of the community, than what arises from the consideration of services rendered to the public.*” Where are the public services of William Vans?

He asks you not only to grant him this extraordinary immunity, without consideration, but at the same time, and by the same act, to deprive your memorialists, without their consent, and against their remonstrance, of a fixed right, common to every citizen and subject of Massachusetts, and guaranteed to each by the very letter as well as the whole spirit of her constitution, namely, “*the right to be protected in the enjoyment of life, liberty, and property, according to standing laws.*”

But why, it is sometimes asked, will not your memorialists, (an executor, a guardian, trustees for *femes covert* and *absentees*, as well as those acting in their own right) having an honest case of it, *consent* to be thus *outlawed*? Why will they not *meekly submit* to be deprived of their constitutional rights, in order that this “*venerable*” petitioner may enjoy in his old age the benefits and chances of a jury trial? If there be, indeed, as the question suggests, any *chance* in such a trial, it affords the best reason in the world why they should *not* submit to it? Is *one* jury *more* likely to judge *rightly* than *five* legislative committees? If not, what possible benefit can William Vans expect from a hearing before a jury, which he has not enjoyed in numerous and most indulgent hearings before honest, intelligent, and *favorable* committees, who were yet compelled by the truth of the case to pronounce against him, excepting *the chance* that he might by a fortunate *drawing*, find twelve jurors empannelled together, so ignorant, or

so prejudiced, or so corrupt, as to give him a verdict *against the truth of the case, and in spite of the law and the evidence.* Without such a jury, his cause could never be so favorably tried in a court of law, as it has been before these committees.

The court must necessarily be against him;—because it has already *settled*, in other cases, the questions of law that would arise in this, so that there can be no longer any question about them *there*. Instead of being permitted to introduce his own statements, and the hear-say of others, and unauthenticated documents and papers of every description, as he has been permitted to do before legislative committees, and to take his *own time* for it, he would find himself bound down to the strict rules of legal evidence, and confined to such facts, as are capable of substantial proof in a trial comparatively brief and hurried. Upon such evidence as he has heretofore shown, he would be literally unable to advance a step. All he can hope for then, and all he does hope for, is an opportunity to appeal to *passions and prejudices* inflamed and excited by *his own false and libellous publications*, industriously distributed for years, with the further *possibility*, that he may appeal to *persons directly interested with him in his claim*.—For it is now matter of notoriety, proved by the depositions of respectable witnesses, that he has created and distributed to a great but unknown extent, what he calls his Stock, being *an interest in his claim*, sold out in small sums to great numbers of persons, some of whom, with secret certificates in their pockets, might sit to judge the cause. This is the *benefit* and the *chance* that he hopes from a jury trial. And yet it is gravely asked why your memorialists, if they have a clear case, do not *agree* to a jury trial.

Their answer is plain and short. *Justice* cannot be done by a jury otherwise than it has been by five unanimous committees; *injustice* may. The remonstrants *know* that there is no shadow of right, or law, or equity, in the claim. Committee after committee, having examined the evidence, have uniformly and unanimously so pronounced. The verdict of no jury that ever sat, would, in the judgment of your memorialists, add a feather's weight to *this assurance*, that neither their own honor, nor the spotless reputation of a much respected father, can be fairly impeached or compromised in this matter. It is then a mere question of *property*. Whose is this *property* which your memorialists have possessed for *thirty years*—possessed by *right of inheritance*—confirmed by *settlements in all the usual forms of law*? On such a question, what call is there upon your memorialists to submit to the *remotest and smallest imaginable chance* in the trial of a claim, which goes to more than all they possess—*especially the chance that it may be tried by a jury of claimants*? How can they be reasonably required to abandon *any* sufficient and legal defence against such a claim, however numerous and strong may be the defences which are left? With what reason, especially, can they be expected to relinquish their share in the fundamental principle of our social compact, by which “the whole people covenants with each citizen, and each citizen with the whole people,

that *all* shall be governed by *certain laws* for the common good." Feeling that they perform their part of this solemn covenant, by a just and daily observance of the laws under which they live, they claim from the whole people the performance of the covenant on their part also, and ask, not for a *boon*, but that they, *in common with all other citizens*, may find the promised *security* in these certain and general laws. They ask that *particular* legislation may not be exercised against *them alone*; that they may not be publicly *proscribed*, until they shall have been guilty of some *treason*; and that they may not be deprived, by an act of arbitrary power, of a right which can, never be *constitutionally* taken from them—unless by some general alteration of the laws, *which would take the same right, at the same time, from all other citizens of the Commonwealth.*

Having heretofore repeatedly thrown open the door to free inquiry, and waived their constitutional rights for the purpose of permitting past legislatures to see, and the whole people of Massachusetts to know by the uniform result of such examinations, that there is no substantial ground in equity, for this continued persecution, of which no like example can be found in our whole history, nor in the history of any other free representative government upon earth, your memorialists now, with the utmost respect for your honorable bodies, but greater respect for the constitution and the laws, would humbly inquire, whether the legislature of Massachusetts can rightfully, and with propriety institute this inquiry *anew*.

They respectfully submit in this behalf, that the investigation involves an inquiry judicial in its character, namely, the inquiry whether or not William Vans has a just and legal cause of action against the executor of John Codman's will, which he might maintain *but* for the statute of limitations. For if this be not shown in the first place to the satisfaction of the legislature, the whole groundwork of the petition fails. It is then precisely the same inquiry as would arise in a court of law, if William Vans were now to bring his action, and the statute of limitations were *not* to be pleaded, but the general issue only. No man can doubt that this would be strictly a *judicial question*. Can the legislature of Massachusetts then lawfully sustain it? The 30th article of the declaration of rights expressly provides in terms too clear for misapprehension, that "in the government of this Commonwealth the *legislative* department shall *never* exercise the executive and *judicial* powers, or *either of them*; the executive shall never exercise the legislative and judicial powers, or *either of them*; the judicial shall never exercise the legislative and executive powers or *either of them*; to the end it may be a government of *laws*, and not of men."

Further than this, they would respectfully suggest, that the *interpretation* of the laws, and the administration of justice are expressly delegated by the constitution to judicial tribunals created for that end. Our written constitution is a part of the law. It must therefore be interpreted by the appointed tribunals. And their interpretation must be *CONCLUSIVE—until the constitution*

shall be changed. But the highest judicial tribunal we possess, has already exercised that high function, in expounding the constitution upon the very question of the power of the legislature to dispense with a general limitation law for a favored individual in a particular case, and has repeatedly declared, that such special acts of legislation as are prayed for in this petition, when passed, are violations of our constitutional compact, and *therefore void.* Does the legislature of Massachusetts then claim for itself, not only the right of judging and determining for itself in an *unsettled* question, what are *its own constitutional powers*, but the farther right in a case *settled* by the constituted judicial tribunals of *REVISING, OVERRULING and ANNULLING their solemn decisions?* This surely is a *judicial act.* It is *interpreting the law.* And if the legislature does *not* possess *this* power, how can they constitutionally require of these memorialists to show cause, why the prayer of William Vans' petition *should* not be granted, when the supreme judicial court has already decided, in a like case, that it *CANNOT* be granted.

But if, nevertheless, the legislature of Massachusetts does, in its own judgment, possess this power, and with it as a necessary incident the whole power of the British parliament, to act as a high court of chancery and final appeals to settle the *ultimate interpretation of the laws*, if it be *omnipotent* to administer justice, to remedy defects of the common law, and to set aside the public statutes, not by general legislation, but by *special exemption to favored individuals*, founded upon its own *quasi* judicial determination of the *justice of the particular case*, your memorialists respectfully submit, that *acting in this capacity*, and sitting as a *supreme judicial court*, the legislature is at least bound, like all other judicial tribunals, to *respect its own solemn adjudications.*

This suit of William Vans is now instituted for the fifteenth time. In *fourteen instances*, at different periods, during a term of more than five and twenty years, the legislature of Massachusetts, acting in this supposed judicial capacity, has, after full deliberation, *settled the law of THIS PARTICULAR CASE*, and adjudged that the petition was *incapable of being sustained.* In *five instances* at least, it has so adjudged upon investigation of the *evidence*, and expressly upon the ground that the *facts set forth in the petition are not true.* To open this investigation anew is to *admit*, that all former judgments are, or may have been, *erroneous*:—thus not only impeaching the fidelity or intelligence of former legislatures, but presenting the singular spectacle of a tribunal *claiming to act judicially*, and as the *highest* court of judicature in the land, and yet *admitting and proclaiming* that *its own decisions*, both in matters of law and in matters of fact, are entitled to *NO RESPECT WHATSOEVER.* A striking comment upon the inadequacy of elective and fluctuating bodies for purposes of judicial action, however respectable may be the members of which they are composed! An admirable exposition of the wisdom of our ancestors in limiting precisely the jurisdiction of the several departments of our government, and expressly prohibiting the legislative body from *all* exercise of judicial function! For it is the peculiar character-

istic of a judicial tribunal, that the *identical thing*, which has once been *finally judged*, can never be *rejudged*. And even in the progressive stages of judicial action towards a final judgment, *new trials*, and *new hearings*, of matters *already passed upon*, are never had, unless on proof of *newly discovered evidence*, or clear indication of palpable *error in former proceedings*. The great governing maxim which controls all judicial bodies is—" *Interest reipublicæ ut sit finis litium* ;"—the public good demands that there should be *some end of private litigation*. Without this there is *no security* ;—there is *no enjoyment of property*—there are *no fixed rights*—there is *no constitutional protection* ;—and the great *end* of the institution, maintenance and administration of government, which is, after securing the existence of body politic, "to furnish the *individuals who compose it* with the power of enjoying, in safety and *tranquillity*, their natural rights and the blessings of life," fails to be accomplished.

The present petition of William Vans states *no new fact*, but states as fact the *same matters*, which have been repeatedly and uniformly adjudged to be *falsehoods*. It does not pretend that any *newly discovered evidence*, never before examined, has come to his knowledge since the last *trial*, if such it may be called. It does not assert, as his former petition falsely did, that *any particular error* was committed by the last examining committee in the course of their proceedings. Your memorialists therefore, with a deep sense of respect for past legislatures who have heretofore adjudged this matter, as well as for the present legislature who are now asked to judge it anew, humbly submit, that the request of the petitioner so presented for the fifteenth time, after five and twenty years of obstinate controversy against the declared opinions of so many preceding legislatures, is altogether *unreasonable*, if it be not unconstitutional ; and that to require of your memorialists to prove *again*, that the statements contained in that petition are untrue, upon the mere suggestion of the petitioner himself, that justice has heretofore been denied him, is in effect "*a denial of justice*" to them ; subjecting them to an expenditure of time, labor and money, which is equivalent to the imposition of heavy *finés* and *penalties*, for no other offence than refusing voluntarily to put themselves *out of the pale of the law*, which protects all other citizens, and insisting upon their *constitutional and legal rights*. It is, to their great injury and oppression, tolerating, sanctioning and encouraging a species of litigation *absolutely without end*. It affords to them the strongest reason why they should *continue* to insist upon their constitutional and legal rights. For if they should *consent* that the prayer of this petition should be granted, and should afterwards prove to the satisfaction of a *jury*, as they have already proved to the satisfaction of so many legislative committees, that William Vans' asserted grounds of claim are utterly false and unfounded, he would still have the *same power* and the *same will* that he now has, to *petition the legislature anew* ; the legislature would have the *same right* and the *same power* to provide by special enactment, that the *former judgment* against him should be *no bar* to a new suit, that it now has to enact that *he alone of all men* shall not be barred by *general*

statutes of limitation ;—the same means might be employed with the same effect to produce a popular impression that his claim was a just one, notwithstanding he had *once failed to establish it by judicial proof* ;—the legislature might then, as well as now, entertain his prayer for relief, and, so far as the preservation of the sacred right of petition is concerned, would be under the *same obligation* to do so ;—your memorialists would again be called upon to *shew cause*, why the prayer of William Vans' petition should not be granted, and would then be precisely where they are now—involvement in a controversy *endless and remediless*, so long as the legislature shall choose to institute such inquiries into matters of mere private right, and to *favor one man beyond all others*, with a view to the passing of a law, which, when passed, stands already adjudged to be a *nullity* and worse—an *unconstitutional blot upon the statute book*. While therefore they hold themselves ready, as they have ever done, to prove *anew*, if they shall be *required and notified to do so*, that the facts stated in William Vans' petition are untrue, and that he has not, and *never had* any just cause of action, at law or in equity, against John Codman, or his estate ; they respectfully deny the constitutional power of the legislature of Massachusetts to grant the prayer of that petition ; they respectfully question its constitutional power to institute an inquiry into the truth of the statements which that petition contains—relating, as they do, to a *private* controversy between *adverse parties*, touching a *right of property*, which is *settled by the STANDING LAWS* ;—they respectfully claim to be *protected in their possessions* by the same general and standing laws, which protect *other men in theirs* ; they respectfully remonstrate against a *perpetual legislative litigation of this right*, and most especially, against this new species of compulsory process, by which, *on pain of being subjected to such litigation forever*, with all the losses, anxieties and expenses consequent thereon, *they are required to adopt the alternative of abandoning ONE ground of LEGAL defence against an unjust claim*, and of submitting to be deprived of their constitutional right to set up *ANY and EVERY ground of defence which is permitted by the general laws of the land*.

And finally they submit, that they ought now to be relieved from the farther continuance of this oppressive burden, and that the perpetual petition of said Vans ought to be rejected without further hearing. As in duty bound, will ever pray.

STEPHEN CODMAN, *Executor*.

JOHN CODMAN,

CHARLES R. CODMAN,

C. R. CODMAN, *Guardian of Geo. Codman,*

HENRY CODMAN, *Trustee for*

Catharine M. wife of John R. Hurd, of New York.

HENRY CODMAN, *Trustee for*

Elizabeth Codman.

HENRY CODMAN, *Trustee for*

Mary Ann, wife of Wm. Ropes, of St. Petersburg.

FRANCIS CODMAN.

[This Remonstrance, together with the petition, was referred to a Committee, whose report will be found below.]

No. 417.

Report of a Special Committee of the House of Representatives, made in March, 1836.

House of Representatives of the
Commonwealth of Massachusetts, }
March, 1836.

The Special Committee, to whom was referred the Petition of William Vans, praying that the Statute of 1791, ch. 28, barring suits against Executors and Administrators may be suspended in his favor, so that he may commence an action against the Executor of the late John Codman, for the recovery of an alleged claim against said Codman; and to whom was also referred the remonstrance of Stephen Codman, (Executor of said John) and others, against said Petition, respectfully Report,

That an order of notice having been issued to said Stephen Codman and others, they appeared before your Committee by counsel, and relying upon the positions taken in their remonstrance, which has been printed and freely circulated among the members of this House, they showed that *the same subject matter had been fully, ably and impartially examined at many previous sessions of the Legislature*, and that the result of such investigations had been *uniformly unfavorable to the Petitioner*. They therefore insisted that they ought not in justice again to be subjected to the expense and trouble of a new investigation, and that the Petitioner should be dismissed without further hearing. They however offered at the same time, if the Committee should overrule their remonstrance, to show that said Vans *never had* any legal or equitable demand against said John Codman.

Your Committee thereupon inquired of said Vans, whether he had any *new* facts or evidence to adduce. To which Interrogatory he replied in the negative, but at the same time contended that the Committee had no authority to investigate the details of the case, but that it was their duty simply to grant the prayer of his Petition—to give him his constitutional right of a trial, and leave the facts to be examined by a jury of his country.

In accordance then with the expressed wishes of both parties, your Committee have been able to avoid an investigation of the contested points in the case. Upon the question, therefore, whether or not said Vans ever had any claim or demand against said John Codman, they have not felt themselves called on to decide. They found the decision, to which they have come, upon the following indisputable facts, which are admitted by both the parties, viz: That within the last twenty-five years, *fifteen similar Petitions* have been presented to this House by the said Vans,—That upon *five* of them there have been *full hearings* before *five different Committees*, who have *uniformly* reported that said Vans *never had* any legal or equitable claim against said John Codman,—That *no* Committee has ever decided otherwise, after a full examination of the evidence,—That one at least of these Reports was made *nearly twenty years since*, at a period when it was a matter

of common occurrence to suspend a general statute for the benefit of an individual,—That all Reports which have been favorable to the Petitioner, were made on *ex parte hearings, without notice to the Respondents*,—And finally, that *after* one at least of the above named full examinations, and *after* the Legislature had *repeatedly refused* to pass any dispensing act in his favor, your Petitioner, with a more perfect knowledge of all the facts in the case than any other person, then living, possessed; with a capacity fully to know and ably to maintain his legal rights—upon consultation with his friends—*voluntarily and from his own motion, without solicitation of any kind*, in consideration of five hundred dollars, executed and delivered to the Respondents a release under seal, *wholly written in his own hand-writing*, and sufficiently comprehensive in its terms, to cover his demands of every name and nature, *if any he ever had* against the estate of said John Codman.—(A copy of said release and of the Deposition of Rufus G. Amory, Esq. relating the circumstances under which said release was given are annexed.*)

Your Committee therefore propose that the Petitioner have leave to withdraw his Petition.

NATH'L. HINCKLEY.
ANTHONY MASON,
JOSHUA H. WARD.

House of Reps. March 17, 1836.

Accepted.

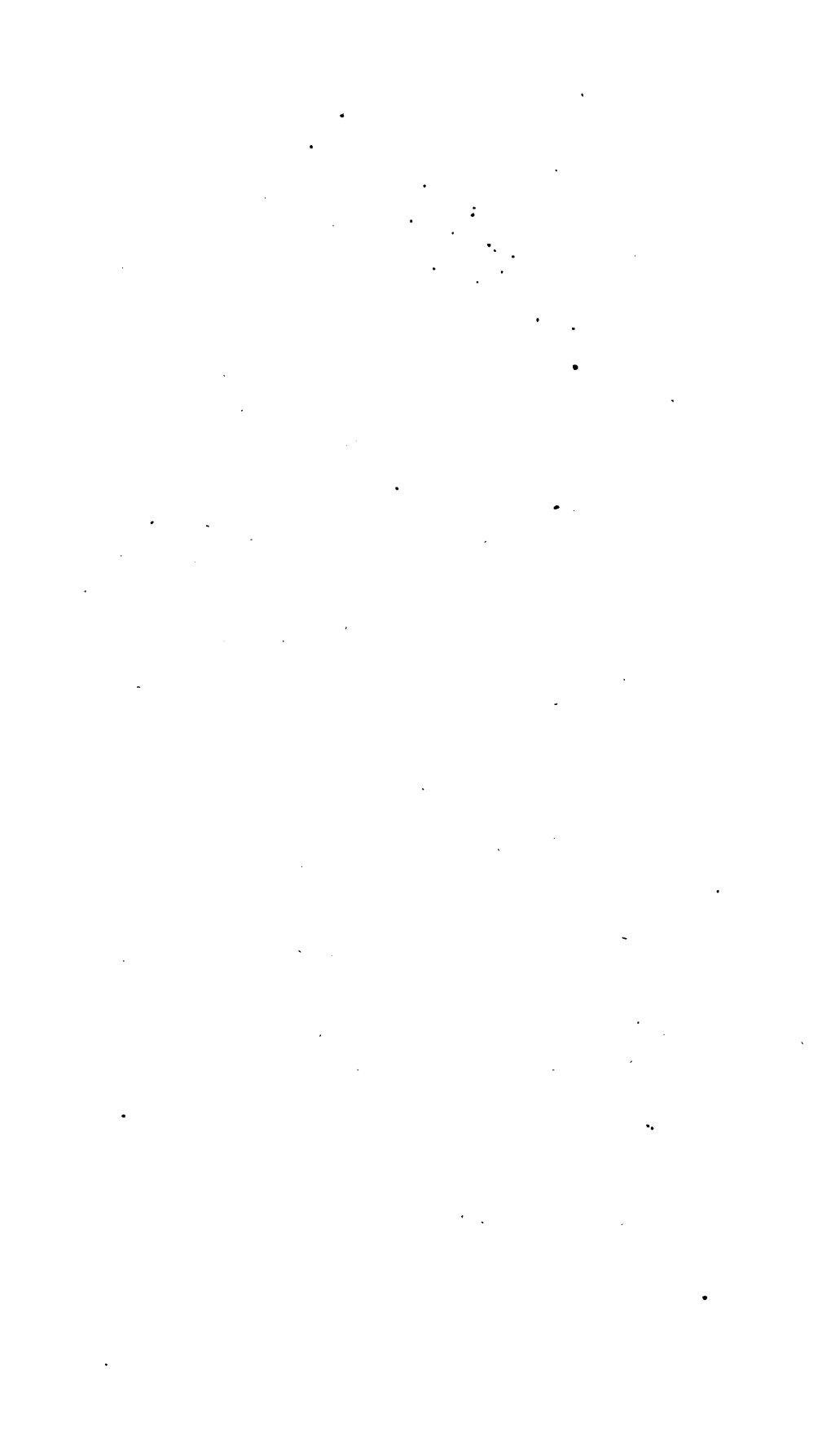
L. S. CUSHING, Clerk.

A true copy.

Attest,

L. S. CUSHING, Clerk H. of Rep.

* See Nos. 394, 396.





DEC 191885

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